

CONSENT TO COLLATERAL ASSIGNMENT

CONSENT AND AGREEMENT

This CONSENT AND AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “Consent”), dated as of _____, 2019, is executed by **CITY OF COLUMBIA, MISSOURI**, a Missouri municipal corporation (together with its successors, designees and assigns, “Contracting Party”), **TRUMAN SOLAR, LLC**, a Missouri limited liability company (together with its successors, designees and assigns, “Collateral Assignor”), and **FIFTH THIRD BANK**, an Ohio banking corporation in its capacity as the Lender (together with its successors, designees and assigns, in such capacity, “Secured Party”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Financing Agreement.

RECITALS

A. Collateral Assignor is developing a solar photovoltaic farm located in Missouri, with an aggregate electric generating capacity of approximately [] megawatts (DC) (the “Project”), for the generation of electrical energy for sale, and all related ancillary systems.

B. Collateral Assignor has entered into that certain Loan Agreement, dated as of ____, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Financing Agreement”), with the Secured Party, pursuant to which, among other things, the Secured Party has agreed to extend financing to Collateral Assignor with respect to the development, construction, ownership, operation and maintenance of the Project.

C. Collateral Assignor has entered into that certain Solar Project Power Purchase Agreement between the City of Colombia, Missouri, and Truman Solar, LLC dated as of February 9, 2018 and as Amended by that first Amendment to the Solar Power Purchase Agreement dated as of December 18, 2018 (as amended in accordance with the terms hereof or as may be further amended, amended and restated, supplemented or modified from time to time in accordance with the terms hereof, the “Assigned Agreement”) with Contracting Party.

D. As a condition to the extension of credit under the Financing Agreement, Collateral Assignor has entered into that certain Security Agreement, dated as of [____], 2019, with Secured Party (as amended, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Security Agreement”), pursuant to which Collateral Assignor has collaterally assigned and granted to Secured Party a first-priority security interest in all of Collateral Assignor’s right, title and interest in, to and under the Assigned Agreement, including all of Collateral Assignor’s rights to receive payments under or with respect to the Assigned Agreement and all payments due and to become due to Collateral Assignor under or with respect to the Assigned Agreement whether as contractual obligations, damages, indemnity payments or otherwise (collectively, the “Assigned Collateral Interest”), as collateral security for satisfaction of all Obligations (as defined in the Financing Agreement) under the Financing Agreement and the other related financing documents (the “Financing Documents”).

E. It is a requirement under the Financing Agreement and the other Financing Documents that Contracting Party and the other parties hereto shall have executed this Consent.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree, notwithstanding anything to the contrary in the Assigned Agreement, as follows:

1. Consent and Agreement. Contracting Party:

(a) subject to the terms and conditions hereof, acknowledges and consents to the assignment of the Assigned Collateral Interest as collateral security to Secured Party pursuant to the Security Agreement;

(b) acknowledges the right (but not the obligation) of Secured Party in the exercise of its rights and remedies under the Financing Agreement and the other Financing Documents, upon notice to Contracting Party that an Event of Default has occurred and is continuing under the Financing Agreement or any other Financing Documents, to be substituted for Collateral Assignor in the Assigned Agreement and in doing so Secured Party would be entitled to all of the rights and benefits and subject to all of the obligations which Collateral Assignor has under the Assigned Agreement;

(c) agrees not to (i) cancel, terminate, suspend performance or waive compliance under the Assigned Agreement, except as provided in the Assigned Agreement or by operation of law and, in any event, except as provided in Section 4 of this Consent; (ii) consent to or accept any cancellation, termination, suspension or waiver of the Assigned Agreement by Collateral Assignor without the prior written consent of Secured Party; or (iii) sell, assign, transfer or otherwise dispose (by operation of law or otherwise) of any part of its right, title or interest in the Assigned Agreement, without the prior written consent of Secured Party (such consent not to be unreasonably withheld);

(d) agrees not to amend, supplement or modify the Assigned Agreement in any material respect (excluding routine or immaterial change orders or amendments), without the prior written consent of Secured Party (such consent not to be unreasonably withheld); and

2. Secured Party's & Collateral Assignor's Acknowledgement.

(a) Collateral Assignor acknowledges and agrees that Contracting Party is authorized to perform its obligations under the Assigned Agreement upon Secured Party exercising its rights under this Consent in accordance with its terms, and that Contracting Party shall bear no liability whatsoever to Secured Party in connection therewith, regardless of whether Secured Party was exercising its rights lawfully under the Secured Agreement, Financing Documents or otherwise.

(b) Secured Party acknowledges and consents that the assignment of the Assigned

Collateral Interest is for collateral security purposes only and that Secured Party has no rights under the Assigned Agreement to enforce the provisions of the Assigned Agreement unless and until an Event of Default has occurred and is continuing as provided under the Security Agreement and Financing Documents between Collateral Assignor and Secured Party and Secured Party has provided notice in writing thereof to Contracting Party.

3. Subsequent Transferee.

(a) Contracting Party agrees that, if Secured Party shall notify Contracting Party in writing that an Event of Default under the Financing Agreement or any other Financing Document has occurred and is continuing and that Secured Party has elected to exercise its rights and remedies pursuant to the Financing Agreement with respect to the foreclosure (whether judicial or nonjudicial) or sale of the Assigned Collateral Interest (or any portion thereof), then Secured Party or any other purchaser, successor, assignee or designee of the Assigned Collateral Interest meeting the qualification requirements provided herein (as the case may be, in each case, a "Subsequent Transferee") shall be substituted for Collateral Assignor under the Assigned Agreement and Contracting Party shall recognize the Subsequent Transferee as its counterparty under the Assigned Agreement and Subsequent Transferee shall be entitled to all of the rights and benefits and subject to all of the obligations which Collateral Assignor has under the Assigned Agreement and the Contracting Party will continue to perform and act in accordance with its rights and obligations under the Assigned Agreement in favor of the Subsequent Transferee; provided, however, that such Subsequent Transferee has met the following qualification criteria (i) elected in writing to assume all of Collateral Assignor's rights and obligations in a form and substance reasonably satisfactory to Contracting Party (provided that such assumption shall not include assumption for claims of liabilities for defaults by Collateral Assignor or Contracting Party arising from failure to perform during the period prior to Subsequent Transferee's succession), (ii) cured any and all then existing defaults within the time permitted in the Assigned Agreement or within the time permitted in Section 4 herein, (iii) otherwise satisfies and complies with all requirements of the Assigned Agreement, (d) provides tax and enforceability assurance as Contracting Party may reasonably request, and (e) either (x) is reasonably acceptable to Contracting Buyer or (y) is, together with its affiliates, an owner and/or operator of at least 250MW of operating renewable energy projects (including at least 100MW of solar energy projects). Secured Party shall submit written proposals of a Subsequent Transferee and Contracting Party shall respond in writing within thirty (30) days indicating its acceptance or denial of Subsequent Transferee (if it is a negative determination, then Contracting Party shall include its reason(s) for denial). If Contracting Party fails to provide written determination on the proposed Subsequent Transferee within thirty (30) days, then the proposed Subsequent Transferee shall be deemed to have been accepted. The Subsequent Transferee shall have the right to assign all of its interest in the Assigned Agreement to any purchaser, successor, assignee or designee ("Additional Transferee"). For purposes of this Consent, all Additional Transferees shall meet the qualification criteria provided for Subsequent Transferees as provided in this Section 3(a). Upon such permitted assignment, the Subsequent Transferee (including its agents and employees) shall be released from any future liability after the Additional Transferee's succession in interest under the Assigned Agreement.

(b) Without limiting anything herein, the warranties, if any, provided by Contracting Party under the Assigned Agreement shall continue in full force and effect (until the expiration of the applicable warranty periods, if any, set forth in the Assigned Agreement in accordance with the

terms in the Assigned Agreement) in the event that a Subsequent Transferee succeeds to Collateral Assignor's right, title and interest in the Assigned Agreement.

4. Right to Cure.

(a) Contracting Party shall, concurrently with the delivery of any notice of an event of a default or breach by Collateral Assignor in the performance of any of its obligations under the Assigned Agreement, or upon the occurrence or non-occurrence of any event or condition under the Assigned Agreement which would immediately or with the passage of any applicable grace period or the giving of notice, or both, enable Contracting Party to terminate or suspend performance under the Assigned Agreement (hereinafter, a "Default"), provide a copy of such written notice of Default to Secured Party pursuant to Section 10 herein. In addition, Collateral Assignor shall provide a copy of the Default Notice to Secured Party the next business day after receipt from Contracting Party, and this obligation is independent of any agreement of Contracting Party to deliver such Default Notice.

(b) Contracting Party shall not cancel, suspend or terminate the Assigned Agreement for a Default until Secured Party receives notice of Default (from Contracting Party or Collateral Assignor) and Contracting Party affords Secured Party or its successor(s), assignee(s), or designee(s) an Additional Cure Period to cure such Default. For purposes of this Consent, an Additional Cure Period means the following: (a) a period of ninety (90) days from receipt of such notice to cure such Default if such Default is the failure to pay amounts to Contracting Party which are due and payable under the Assigned Agreement or (b) with respect to any other Default, a period of one hundred twenty (120) days from receipt of such notice, to cure such non-payment Default (provided that during such cure period Secured Party or Collateral Assignor continues to perform each of Collateral Assignor's other obligations under the Assigned Agreement). Notwithstanding anything to the contrary herein, if the Default is peculiar to Collateral Assignor and not curable by Secured Party, such as the insolvency, bankruptcy, general assignment for the benefit of the creditors, or appointment of a receiver, trustee, custodian or liquidator of Collateral Assignor or its properties, then, notwithstanding any right that Contracting Party may have to terminate the Assigned Agreement, Secured Party shall be entitled to assume the rights and obligations of Collateral Assignor under the Assigned Agreement within the cure period provided in clause (b) above, and provided such assumption has occurred within such period, Contracting Party shall not be entitled to terminate the Assigned Agreement as a result of such Default. If possession of the Project is necessary to cure such breach or Default, and Secured Party or its successor(s), assignee(s), or designee(s) declares an Event of Default under the Financing Agreement or any other Financing Document and commences foreclosure proceedings or any other proceedings necessary to take possession of the Project within thirty (30) days of receiving Default notice, Secured Party or its successor(s), assignee(s), or designee(s) will be allowed a reasonable period to complete such proceedings but not more than one hundred twenty (120) days after receiving Default notice provided herein. After taking possession of the Project, Secured Party or its successor(s), assignee(s), or designee(s) shall cure such breach or Default within ninety (90) days after having possession of the Project. Upon written request by Secured Party or its successor(s), assignee(s), or designee(s), Contracting Party may in, its sole discretion, grant additional time to cure beyond the amounts provided for herein.

(c) If neither Contracting Party nor Collateral Assignor delivers a Default Notice to

Secured Party as provided by Section 4(a), then Secured Party's applicable cure period shall begin on the date on which notice of Default is delivered to Secured Party by either Contracting Party or Collateral Assignor. Except for a delay in the commencement of the cure period for Secured Party and a delay in the Contracting Party's ability to terminate the Assigned Agreement, the failure by Secured Party to deliver any Default Notice shall not waive Contracting Party's right to take any action under the Assigned Agreement and will not subject Contracting Party to any damages or liability for failure to provide such notice.

5. Replacement Agreement. In the event that the Assigned Agreement is rejected or terminated as a result of any reorganization, bankruptcy or insolvency or similar proceeding, or the Assigned Agreement is terminated for any reason other than a Default which could have been cured by Secured Party as provided in Section 4, Contracting Party shall, at the option of Secured Party exercised within sixty (60) days after such rejection or termination, enter into a new agreement with Secured Party having identical terms, conditions, agreements, provisions and limitations as the Assigned Agreement (subject to any conforming changes necessitated by the substitution of parties and other changes as the parties may mutually and reasonably agree, the "Replacement Agreement"), provided that the term under such Replacement Agreement shall be no longer than the remaining balance of the term specified in the Assigned Agreement. Secured Party shall have the right to assign all of its interest in the Replacement Agreement to any person or entity who meets the qualification requirements of a Subsequent Transferee in Section 3 herein. Upon such assignment, each of Secured Party under the Financing Agreement (including their agents and employees) shall be released from any future liability after the assignee's succession in interest under the Replacement Agreement.

6. No Liability. Except to the extent otherwise provided for herein, Contracting Party acknowledges and agrees that neither Secured Party nor any successor(s), assignee(s), designee(s), nor other representative of Secured Party shall have any liability or obligation under the Assigned Agreement as a result of exercising its rights under this Consent (other than as a Subsequent Transferee or Additional Transferee under Section 3), the Financing Agreement or any other Financing Document. Contracting Party agrees that neither Secured Party nor any successor(s), assignee(s), designee(s), nor other representative of Secured Party, shall be obligated or required to perform any of Collateral Assignor's obligations under the Assigned Agreement or to take any action to collect or enforce any claim for payment assigned under the Financing Agreement or any other Financing Document, except during any period in which such Person has elected to become a Subsequent Transferee or Additional Transferee pursuant to Section 3 or counterparty to a Replacement Agreement pursuant to Section 5, in which case such Subsequent Transferee or Additional Transferee shall assume all of Collateral Assignor's rights and obligations under the Assigned Agreement in accordance with Section 3, provided, that the obligations of such a transferee shall be no more than that of Collateral Assignor's under the Assigned Agreement, or, if such Person is a counterparty to a Replacement Agreement, shall cure any Defaults for failure to pay amounts owed under the Assigned Agreement but shall not otherwise be required to perform or be subject to any defenses or offsets by reason of any of Collateral Assignor's other obligations under the Assigned Agreement that were unperformed at such time unless expressly agreed to in writing by such counterparty. Secured Party and its successor(s), assignee(s), or designee(s), shall be liable to Contracting Party for all direct damages (including all costs and attorney's fees) such person causes arising out of any action taken by it during the cure period provided in Section 4.

7. [Reserved].

8. Payment of Monies. Commencing on the date of this Consent and until the payment of Obligations in full, Contracting Party agrees to make all payments (if any) required to be made by it under the Assigned Agreement in U.S. dollars and in immediately available funds in accordance with the terms of the Assigned Agreement, directly to the accounts described immediately below, or, if Contracting Party has been notified in writing by Secured Party (with a copy to Collateral Assignor) that an Event of Default under the Financing Agreement has occurred and is continuing, to such other Person (as defined in the Financing Agreement) or at such other address or account as Secured Party may from time to time specify in writing to Contracting Party. Collateral Assignor hereby instructs Contracting Party, and Contracting Party accepts such instructions, to make all payments due and payable to Collateral Assignor under the Assigned Agreement as set forth in the immediately preceding sentence. Collateral Assignor hereby consents to the foregoing and instructs Contracting Party to do so.

ACCOUNT:

Accounts Bank: ☐
ABA Number: ☐
Credit: ☐
A/C: ☐
FFC: ☐
Account #: ☐

9. Representations and Warranties. Contracting Party hereby represents and warrants to Collateral Assignor, and Secured Party, as of the date of this Consent that:

(a) Contracting Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation/incorporation and has all regulatory authorizations necessary for it to legally perform its obligations under the Assigned Agreement and this Consent;

(b) The execution, delivery and performance by Contracting Party of the Assigned Agreement and this Consent, and the consummation of the transactions contemplated thereby and hereby, have been duly authorized by all necessary corporate or limited liability company action, as applicable, and to the best of Contracting Party's knowledge and belief do not and will not require any further authorizations, consents or approvals or filings with any entity or person which have not been obtained or made, or violate or conflict with any provision of any law, regulation, order, permit, license, rule, judgment, injunction, or similar matters or breach any agreement, any material indenture, contract or organizational or governance document presently in effect with respect to or binding on Contracting Party or any properties to which Contracting Party may be bound;

(c) Neither the Contracting Party nor to the best of Contracting Party's knowledge, any other party to the Assigned Agreement is in default under any document or instrument referred to in the preceding paragraph (b), or any of its obligations thereunder;

(d) To the best of Contracting Party's knowledge, all government approvals necessary for the execution, delivery and performance by Contracting Party of its obligations under the Assigned Agreement have been obtained and are in full force and effect, except those governmental approvals routinely obtained during the ordinary course of business during the execution of the Project;

(e) Each of this Consent and the Assigned Agreement is in full force and effect, has been duly executed and delivered on behalf of Contracting Party by the appropriate officers of Contracting Party, constitutes the legal, valid and binding obligation of Contracting Party, enforceable against Contracting Party in accordance with their respective terms except as enforceability may be limited by applicable bankruptcy, insolvency, or similar laws affecting the enforcement of rights generally;

(f) The Assigned Agreement is in full force and effect and has not been amended, supplemented or modified, and there are no change orders and like documents. The Assigned Agreement and this Consent are the only agreements between Contracting Party and Collateral Assignor;

(g) There is no litigation, action, suit, proceeding or investigation at law or in equity by or before any governmental authority, arbitral tribunal or other body now pending or, to the knowledge of Contracting Party, threatened against or affecting Contracting Party or any of its properties, rights or assets, individually or in the aggregate that (i) questions the validity, binding effect or enforceability hereof or of the Assigned Agreement, or any action taken or to be taken pursuant hereto or thereto or any transactions contemplated hereby or thereby, (ii) could have a materially adverse effect on the performance of the obligations hereof or of the Assigned Agreement or the condition (financial or otherwise), business, or operation of Contracting Party; or (iii) could modify or otherwise adversely affect any required approvals, filings or consents which have previously been obtained or made;

(h) To the best of Contracting Party's knowledge, no event of force majeure exists under, and as defined in, the Assigned Agreement, (ii) no event or condition exists which would either immediately or with the passage of any applicable grace period or giving of notice, or both, enable either Contracting Party or Collateral Assignor to terminate or suspend its obligations under the Assigned Agreement, (iii) there are no disputes or legal proceedings between Contracting Party or Collateral Assignor, and Collateral Assignor does not owe any indemnity payments or other amounts to Contracting Party under the Assigned Agreement nor are there any amounts currently due and payable to Contracting Party under the Assigned Agreement which have not been paid;

(i) To the best of Contracting Party's knowledge, no breach, default or event of default under the Assigned Agreement has occurred or now exists with respect to Collateral Assignor, nor, with respect to Contracting Party or any other party. To the best of Contracting Party's knowledge, there are no breaches, violations, unsatisfied conditions or other conditions presently existing (or which would exist after the passage of time or giving notice or the consummation of the Project) that could give rise to a default under the Assigned agreement;

(j) Other than this Consent, the Contracting Party is not aware of any pledge, assignment or other transfer of any interest in the Assigned Agreement;

(k) The representations and warranties of Contracting Party contained in the Assigned Agreement are true and correct on the date hereof; and

(l) To the Contracting Party's knowledge there are no facts entitling the Contracting Party to any claim, counterclaim, offset or defense against the Collateral Assignor in respect to the Assigned Agreement.

10. Notices. Any communications between the parties hereto or notices provided herein to be given, may be given to the following addresses:

If to Contracting Party: Director of Utilities
Utilities Department
City of Columbia, MO
701 E. Broadway
Columbia, MO 65201
Attn: Director of Utilities

If to Secured Party: Fifth Third Bank, National Association
Fifth Third Center
201 North Tryon Street, 17th Floor
Charlotte, North Carolina 28202
Attention: Portfolio Management

With a copy to:

Foley & Lardner LLP
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202
Attention: Edward J. Hammond

If to Collateral Assignor: Truman Solar, LLC
8000 Maryland Ave.,
Suite 1300
St. Louis, MO 63105
Attention: Mike Koehler
Tel: 314-561-6065
Email: mkoehler@gardnercapital.com

All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered as properly given (a) if delivered in person, (b) if sent by overnight delivery service, (c) in the event overnight delivery services are not readily available, if mailed by first class mail, postage prepaid, registered or certified with return receipt requested. Notice so given shall be effective upon receipt by the addressee; provided, however, that if any notice is tendered to an addressee and the delivery thereof is refused by such addressee, such notice shall be

effective upon such tender. Any party shall have the right to change its address for notice hereunder by providing thirty (30) days' prior written notice to the other parties in the manner set forth hereinabove.

11. Binding Effect; Amendments. This Consent shall be binding upon and shall inure to the benefit the successors and assigns of Contracting Party, Collateral Assignor, Secured Party and their respective successors, transferees and permitted assigns (including without limitation, any entity that refinances all or any portion of the Obligations under the Financing Agreement). Contracting Party agrees to confirm such continuing obligation in writing (in the form of an officer's certificate signed by an authorized officer dated as of the date of the confirmation in a form meeting the reasonable approval by Contracting Party) upon the reasonable request of Collateral Assignor, Secured Party, or any of their respective successors, transferees or assigns. Contracting Party agrees to also confirm, if true and upon request, that (a) no default exists under the Assigned Agreement other than as specified in such confirmation; (b) each representation or warranty given in Section 9 of this Consent is true and correct except as specified in such confirmation; and (c) as of the date thereof and except as otherwise specified in such confirmation, (i) the Assigned Agreement is in full force and effect and has not been amended, supplemented or modified, (ii) there are no disputes or legal proceedings between the Contracting Party and Collateral Assignor, (iii) Contracting Party is not aware of any event, act, circumstance or condition constituting a "force majeure event" under the Assigned Agreement, and (iv) Collateral Assignor does not owe any payments to Contracting Party under the Assigned Agreement. All such confirmations shall be in the form and manner reasonably approved by Contracting Party. Contracting Party also agrees to cause any successor-in-interest to Contracting Party with respect to its interest in the Assigned Agreement to assume, in writing in form and substance reasonably satisfactory to Secured Party, the obligations of Contracting Party hereunder. No termination, amendment, variation or waiver of any provisions of this Consent shall be effective unless in writing and signed by Contracting Party, Secured Party and Collateral Assignor; provided that all rights and obligations of Secured Party hereunder shall terminate upon the Discharge Date without the requirement for any such writing. Collateral Assignor and Secured Party agree and certify it will provide prompt written notice to Contracting Party upon occurrence of the Discharge Date.

12. Governing Law. The Assigned Agreement and Consent shall be governed, interpreted and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to the Assigned Agreement and this Consent shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri.

13. Further Assurances. Contracting Party will, upon the reasonable written request of Secured Party, execute and deliver such further documents and do such other acts and things necessary to effectuate the mutually agreed upon purposes of this Consent, and to the extent that it is in a form and substance reasonably satisfactory to Contracting Party.

14. Severability. If any provision of this Consent is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Consent shall not be affected or impaired thereby.

15. No Waiver of Immunities. In no event shall the language³ of this Consent constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or laws.

16. Headings. The headings of the several sections and sub sections 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.

17. Interpretation. All references in this Consent to any document, instrument or agreement (a) shall include all contract variations, change orders, exhibits, schedules and other attachments thereto, and (b) shall include all documents, instruments or agreements issued or executed in replacement or as predecessor thereto, as amended, modified and supplemented from time to time and in effect at any given time. In the event of any conflict between the terms, conditions and provisions of this Consent and any agreement, document or instrument, the terms, conditions and provisions of this Consent shall prevail.

18. Secured Party's Rights. Secured Party acknowledges and consents that the assignment of the Assigned Collateral Interest is for collateral security purposes only and that Secured Party has no rights under the Assigned Agreement to enforce the provisions of the Assigned Agreement unless and until an Event of Default has occurred and is continuing as provided under the Security Agreement and Financing Documents between Collateral Assignor and Secured Party and Secured Party has provided notice in writing thereof to Contracting Party. The Secured Party shall have the right to assign the Assigned Agreement or a new agreement entered into pursuant to Section 5 pursuant to the terms and conditions provided in this Consent.

19. Entire Agreement. This Consent and any agreement, document or instrument attached hereto or referred to herein integrate all the terms and conditions mentioned herein or incidental hereto and supersede all oral negotiations and prior writings between the parties hereto in respect of the subject matter hereof. In the event of any conflict between the terms, conditions and provisions of this Consent and any such agreement, document or instrument (including, without limitation, the Assigned Agreement, the Security Agreement and the Financing Documents), the terms, conditions and provisions of this Consent shall prevail.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the undersigned, by its officer thereunto duly authorized, has duly executed this CONSENT AND AGREEMENT as of the date of the last signatory below.

CITY OF COLUMBIA, MISSOURI, a
Missouri municipal corporation

By: _____
Name: John Glascock
Title: City Manager
Date: _____


ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor *AK*

TRUMAN SOLAR, LLC, a Missouri
limited liability company

By: 
Name: Michael Gardner
Title: Manager
Date: 11/22/2019

Accepted and Agreed:

FIFTH THIRD BANK, NATIONAL ASSOCIATION
as Lender and Secured Party

By: _____
Name: _____
Title: _____
Date: _____