

**SUBORDINATION AND NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

This Agreement (“**Agreement**”) is made this 8th day of August, 2024, between the **VENTURA COUNTY PUBLIC FINANCING AUTHORITY**, joint powers authority formed under the laws of State of California (the “**Corporation**”), its successors and assigns; **FFP BTM SOLAR, LLC**, a Delaware limited liability company (“**Licensee**”), which is the licensee under Energy Services Agreement between Licensee and **COUNTY OF VENTURA**, a political subdivision of the state of California (“**County**”), dated July 12, 2022 for the Government Center (the “**ESA**”) pertaining to those certain portions of that certain property as described in the ESA (“**Premises**”), in the County of Ventura, State of California and more fully described in **Exhibit A** attached hereto (hereinafter called the “**Property**”).

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensee, County and Corporation hereby warrant and represent and agree with each other as of the date hereof, as follows:

1. The Corporation hereby consents to and approves the ESA and all the terms and conditions thereof, including, without limitation, the construction and operation of Licensee’s System, as provided therein.

2. The ESA and any and all extensions, modifications and renewals thereof and all Licensee’s rights and interest therein and thereunder are hereby subjected and subordinated to, and are declared to be subject and subordinate to the following lease agreements between the County and the Corporation:

a. Site Lease dated as of October 1, 1998, recorded October 22, 1998, in the County of Ventura Recorder’s Office (“**Clerk’s Office**”) as Document No. 98-181175.

i. First Amendment to Site Lease dated as of February 22, 2018, amending the Site Lease dated as of October 1, 1998), recorded February 21, 2018, in the Clerk’s Office, as Document No. 20180221-00020694-0.

b. Sublease dated as of October 1, 1998, recorded October 22, 1998, in the Clerk’s Office, as Document No. 98-181176.

i. First Amendment to Sublease dated as of February 22, 2018, recorded February 21, 2018, in the Clerk’s Office, as Document No.

20180221-00020695-0. The Sublease was assigned by Corporation into U.S. Bank National Association, as Trustee.¹

c. Site and Facility Lease dated as of June 1, 2016, recorded July 6, 2016, in the Clerk's Office as Document No. 20160706-00094481-0.

d. Lease Agreement dated as of June 1, 2016, recorded July 6, 2016, in the Clerk's Office as Document No. 20160706-00094482-0. This Lease was assigned by Corporation into U.S. Bank National Association, as Trustee.²

3. The Site Lease, Sublease, Site and Facility Lease and the Lease Agreement and the amendments shall hereinafter be referred to as the "**Site Agreements**".

4. Licensee's subordination to the Site Agreements is upon and subject to the express conditions that so long as Licensee continues to fulfill its obligations under the ESA and otherwise has not been determined by a court of competent jurisdiction to be in default under any of the material terms and provisions thereof, the Corporation shall not disturb the rights of Licensee to access and occupy the Premises as set forth in the ESA, nor shall the license granted by the ESA be affected in any manner whatsoever, nor the obligation of the parties thereunder by modified or amended in any way, notwithstanding any foreclosure or proceeding in lieu thereof affecting the Property.

5. The Corporation, by its execution and acceptance of this Agreement, agrees that in the event the Corporation takes possession of the Property pursuant to such party's rights under any Site Agreements, not to affect or disturb Licensee's right to possession of the Premises in the exercise of such party's rights so long as the ESA has not expired by its terms, and Licensee has not been determined by a court of competent jurisdiction to be in default under any of the material terms, covenants or conditions of the ESA. In the event that the Corporation or any other party succeeds to the interest of the County by foreclosure or by acquisition of title to the Property in lieu of foreclosure, or in the event that the Corporation exercises the rights granted to it under any Site Agreements, Licensee hereby agrees to be bound to the Corporation or such other party under all of the terms, covenants and conditions of the ESA relating to the Property; and Licensee agrees that it shall attorn to and be liable and recognize the Corporation or such other party as Licensee's new licensor for the balance of the term of the ESA upon and subject to all the terms and conditions thereof, shall continue in full force and effect as a direct license between Licensee and the Corporation or such other party upon all the terms, covenants and agreements set out in the ESA relating to the Property, and the rights of Licensee thereunder

¹ See Unrecorded First Supplemental Trust Agreement dated February 22, 2018, as referenced in the Memorandum of Trust Agreement dated as of February 22, 2018, recorded February 21, 2018, in the Clerk's Office as Document No. 20180221-00020696-0, by and between Corporation and U.S. Bank National Association.

² See Assignment Agreement dated as of June 1, 2016, recorded July 6, 2016 in the Clerk's Office as Document No. 20160706-00094483-0, by and between Corporation and U.S. Bank National Association.

shall not be terminated or disturbed except in accordance with the terms and provisions of the ESA relating to the Property. Such non-disturbance and attornment shall be effective and self operative without the execution of any further instrument by the Corporation and Licensee immediately upon the succession by the Corporation or such other party, and the respective rights and obligations of Licensee and the Corporation upon such attornment, to the extent of the then remaining balance of the term of the ESA and any extension of renewal permitted thereby, shall be and are the same as are now set forth in the ESA or as it may have been modified with the Corporation's consent, if required.

6. The Corporation understands, acknowledges and agrees that notwithstanding anything to be contrary contained in any Site Agreements and/or any related lease or financing documents; including, without limitation, any UCC-1 financing statement, of the Corporation shall not acquire any interest in any fixtures, equipment and/or other property installed by Licensee on the Property. The Corporation hereby expressly waives any interest which such party may have or acquire with respect to fixtures, equipment and/or other property of Licensee now, or hereafter, located on or affixed to the Property or any portion thereof and the Corporation hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property. Further, notwithstanding any restriction on the County or the Corporation with respect to liens as set forth in any Site Agreements and/or any related lease or financing documents, the Corporation hereby consents to liens that may be filed by Licensee or its financier with respect to any fixtures, equipment and/or other property installed by Licensee on the Premises pursuant to the ESA ("**Licensee Liens**") and the Corporation agrees that no party shall be in default under any Site Agreements and/or any related lease or financing documents as a result of any Licensee Liens that may be filed against the Property.

7. The County joins in this Agreement for the purpose of acknowledging the terms of this Agreement.

8. This Agreement shall be binding on and inure to the benefit of Licensee, and the Corporation and their respective successors and assigns and successors in title.

9. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

[signature pages follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed
the date first above written:


CORPORATION:

VENTURA COUNTY PUBLIC
FINANCING AUTHORITY

By: 
Name: David Bartley
Title: Interim Chief Deputy Director

LICENSEE:

FFP BTM Solar, LLC

By: 
Name: Ruben Fontes
Title: President

COUNTY:

COUNTY OF VENTURA


By: 
Name: DAVID BARTLEY
Title: INTERIM CHIEF DEPUTY



EXHIBIT A

THE PROPERTY

GOVERNMENT CENTER

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF VENTURA, COUNTY OF VENTURA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

A PORTION OF LOT 54 OF THE RANCHO SANTA PAULA Y SATICOY, IN THE CITY OF VENTURA, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS SAID LOT IS DESIGNATED AND DELINEATED ON THAT CERTAIN MAP RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY IN BOOK A, AT PAGE 290, OF MISCELLANEOUS RECORDS (MISCELLANEOUS TRANSCRIBED RECORDS FROM SANTA BARBARA COUNTY) MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF THAT CERTAIN STRIP OR PARCEL OF LAND EIGHTY (80) FEET WIDE DESCRIBED IN THE DEED TO VENTURA COUNTY DATED MAY 18, 1960, AND RECORDED IN BOOK 1872, AT PAGE 164, OF OFFICIAL RECORDS, WITH THE GENERAL SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED IN BOOK 1906, AT PAGE 307, OF OFFICIAL RECORDS; THENCE, ALONG SAID SOUTHERLY LINE, BY THE FOLLOWING TEN COURSES,

1ST - NORTH 79° 30' 35" EAST 15.00 FEET TO A POINT; THENCE,

2ND - NORTH 25° 45' 23" EAST 113.73 FEET TO A POINT; THENCE,

3RD - NORTH 48° 04' 19" EAST 92.01 FEET TO A POINT; THENCE,

4TH - NORTH 17° 50' 29" EAST 172.12 FEET TO THE BEGINNING OF A TANGENT CURVE; THENCE,

5TH - NORTHEASTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 123.00 FEET AND A CENTRAL ANGLE OF 65° 27' 41", AN ARC DISTANCE OF 140.53 FEET TO THE END OF CURVE; THENCE, TANGENT TO SAID CURVE,

6TH - NORTH 83° 18' 10" EAST 193.22 FEET TO THE BEGINNING OF A TANGENT CURVE; THENCE,

7TH - EASTERLY ALONG A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 2027.00 FEET AND A CENTRAL ANGLE OF 7° 09' 44", AN ARC DISTANCE OF 253.38 FEET TO THE END OF CURVE; THENCE, TANGENT TO SAID CURVE,

8TH - NORTH 76° 08' 26" EAST 860.38 FEET TO THE BEGINNING OF A TANGENT CURVE; THENCE,

9TH - SOUTHEASTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 73.00 FEET AND A CENTRAL ANGLE OF 93° 43' 49", AN ARC DISTANCE OF 119.42 FEET TO A POINT IN A LINE 2.00 FEET WESTERLY OF, MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF SAID LOT 54; THENCE,

10TH - NORTH 79° 52' 15" EAST 2.00 FEET TO SAID EASTERLY LINE; THENCE, ALONG SAID EASTERLY LINE,

11TH - SOUTH 10° 07' 45" EAST 496.56 FEET TO A POINT IN A LINE PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 54; THENCE, LEAVING SAID EASTERLY LINE AND ALONG SAID PARALLEL LINE,

12TH - SOUTH 79° 43' 30" WEST 1740.97 FEET TO A POINT IN THE EASTERLY LINE OF SAID STRIP OR PARCEL OF LAND EIGHTY (80) FEET WIDE DESCRIBED IN BOOK 1872, AT PAGE 164, OF OFFICIAL RECORDS; THENCE, LEAVING SAID PARALLEL LINE AND ALONG SAID EASTERLY LINE,

13TH - NORTHERLY ALONG A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 13,640.00 FEET AND A CENTRAL ANGLE OF 0° 43' 05", THE INITIAL TANGENT OF WHICH BEARS NORTH 9° 46' 20" WEST, AN ARC DISTANCE OF 170.94 FEET TO THE POINT OF BEGINNING.

EXCEPTING ALL MINERALS AND ALL OIL, GAS, ASPHALTUM AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, BUT SAID EXCEPTION SHALL BE WITHOUT THE RIGHT TO ENTER UPON SAID LAND OR USE THE SURFACE FOR ANY PURPOSE AS DISCLOSED BY DEED RECORDED APRIL 25, 1962 AS INSTRUMENT NO. 20114 IN BOOK 2141, PAGE 383, OF OFFICIAL RECORDS.

PARCEL B:

A PORTION OF LOT 54 OF THE RANCHO SANTA PAULA Y SATICOY, IN THE CITY OF VENTURA, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF VENTURA COUNTY IN BOOK A, AT PAGE 290, OF MISCELLANEOUS RECORDS (TRANSCRIBED FROM SANTA BARBARA COUNTY) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID LOT 54 DISTANT THEREON SOUTH 10° 07' 45" EAST 496.56 FEET FROM THE SOUTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED RECORDED IN BOOK 1906 AT PAGE 307, OF OFFICIAL RECORDS; THENCE ALONG SAID EASTERLY LINE,

1ST - SOUTH 10° 07' 45" EAST 499.12 FEET TO A POINT IN A LINE PARALLEL WITH THE CENTERLINE OF TELEPHONE ROAD 60.00 FEET WIDE AS DESCRIBED IN THE DEED RECORDED IN BOOK 3, AT PAGE 735, OF DEEDS; THENCE ALONG SAID PARALLEL LINE,

2ND - SOUTH 79° 43' 30" WEST 1792.43 FEET TO A POINT IN THE CENTERLINE OF THAT CERTAIN STRIP OR PARCEL OF LAND 80.00 FEET WIDE AS DESCRIBED IN THE DEED

RECORDED IN BOOK 1872, AT PAGE 164, OF OFFICIAL RECORDS; THENCE ALONG SAID CENTERLINE,

3RD - NORTH 8° 17' 52" WEST 149.67 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY; THENCE,

4TH - NORTHERLY ALONG SAID CURVE HAVING A RADIUS OF 13,600.00 FEET AND A CENTRAL ANGLE OF 2° 11' 33", AN ARC DISTANCE OF 520.42 FEET MORE OR LESS TO THE NORTHERLY TERMINUS OF THE 1ST COURSE RECITED IN SAID DEED RECORDED IN BOOK 1872, AT PAGE 164, OF OFFICIAL RECORDS, SAME BEING A POINT IN THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED IN BOOK 1906, AT PAGE 307, OF OFFICIAL RECORDS; THENCE, ALONG SAID SOUTHERLY LINE,

5TH - NORTH 79° 30' 35" EAST 40.00 FEET TO A POINT IN THE EASTERLY LINE OF SAID STRIP OR

PARCEL OF LAND DESCRIBED IN THE DEED RECORDED IN BOOK 1872, AT PAGE 164, OF OFFICIAL RECORDS; THENCE, ALONG SAID EASTERLY LINE,

6TH - SOUTHERLY ALONG A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 13,640.00 FEET AND A CENTRAL ANGLE OF 0° 43' 05", THE INITIAL TANGENT OF WHICH BEARS SOUTH 10° 29' 25" EAST, AN ARC DISTANCE OF 170.94 FEET TO A POINT IN A LINE PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 54; THENCE, ALONG SAID PARALLEL LINE,

7TH - NORTH 79° 43' 30" EAST 1740.97 FEET TO THE POINT OF BEGINNING.

EXCLUSIVE OF THAT PORTION LYING WITHIN THE BOUNDARIES OF SAID STRIP OR PARCEL OF LAND DESCRIBED IN BOOK 1872, AT PAGE 164, OF OFFICIAL RECORDS.

EXCEPTING ALL MINERALS AND ALL OIL, GAS, ASPHALTUM AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, BUT SAID EXCEPTION SHALL BE WITHOUT THE RIGHT TO ENTER UPON SAID LAND OR USE THE SURFACE FOR ANY PURPOSE AS DISCLOSED BY DEED RECORDED NOVEMBER 9, 1967 AS INSTRUMENT NO. 54682 IN BOOK 2229, PAGE 167, OF OFFICIAL RECORDS.

PARCEL C:

A PORTION OF LOT 54 OF THE RANCHO SANTA PAULA Y SATICOY, IN THE CITY OF VENTURA, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF VENTURA COUNTY IN BOOK A, AT PAGE 290, OF MISCELLANEOUS RECORDS (TRANSCRIBED FROM SANTA BARBARA COUNTY), AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID LOT 54, DISTANT THEREON SOUTH 10° 07' 45" EAST 995.68 FEET FROM THE SOUTHEASTERLY CORNER OF THAT

CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED RECORDED IN BOOK 1906, AT PAGE 307, OF OFFICIAL RECORDS; THENCE ALONG SAID EASTERLY LINE,

1ST – SOUTH 10° 07' 45" EAST 1026.24 FEET TO A POINT IN THE CENTERLINE OF TELEPHONE ROAD 60.00 FEET WIDE AS DESCRIBED IN THE DEED RECORDED IN BOOK 3, AT PAGE 735, OF DEEDS; THENCE ALONG SAID CENTERLINE,

2ND – SOUTH 79° 43' 30" WEST 848.85 FEET TO A POINT IN A LINE PARALLEL WITH THE EASTERLY LINE OF SAID LOT 54; THENCE ALONG SAID PARALLEL LINE,

3RD – NORTH 10° 07' 45" WEST 1026.24 FEET TO A POINT IN A LINE PARALLEL WITH THE CENTERLINE OF SAID TELEPHONE ROAD; THENCE ALONG SAID PARALLEL LINE,

4TH – NORTH 79° 43' 30" EAST 848.85 FEET TO THE POINT OF BEGINNING.

EXCEPTING ALL MINERALS AND ALL OIL, GAS, ASPHALTUM AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, BUT SAID EXCEPTION SHALL BE WITHOUT THE RIGHT TO ENTER UPON SAID LAND OR USE THE SURFACE FOR ANY PURPOSE AS DISCLOSED BY DEED RECORDED NOVEMBER 12, 1963 AS INSTRUMENT NO. 66492 IN BOOK 2424, PAGE 569, OF OFFICIAL RECORDS.

PARCEL D:

A PORTION OF LOT 54 OF THE RANCHO SANTA PAULA Y SATICOY, IN THE CITY OF VENTURA, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF VENTURA COUNTY IN BOOK A, AT PAGE 290, OF MISCELLANEOUS RECORDS (TRANSCRIBED FROM SANTA BARBARA COUNTY), AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID LOT 54, DISTANT THEREON SOUTH 10° 07' 45" EAST 995.68 FEET FROM THE SOUTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED RECORDED IN BOOK 1906, AT PAGE 307, OF OFFICIAL RECORDS; THENCE SOUTH 79° 43' 30" WEST 848.85 FEET ALONG A LINE PARALLEL WITH THE CENTERLINE OF TELEPHONE ROAD 60.00 FEET WIDE, AS DESCRIBED IN THE DEED RECORDED IN BOOK 3 AT PAGE 735, OF DEEDS TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE,

1ST – SOUTH 10° 07' 45" EAST 1026.24 FEET ALONG A LINE PARALLEL WITH THE EASTERLY LINE OF SAID LOT 54 TO A POINT IN THE CENTERLINE OF SAID TELEPHONE ROAD; THENCE ALONG SAID CENTERLINE,

2ND – SOUTH 79° 43' 30" WEST 976.41 FEET TO THE SOUTHERLY PROLONGATION OF THE CENTERLINE OF THAT CERTAIN STRIP OR PARCEL OF LAND 80.00 FEET WIDE DESCRIBED IN THE DEED RECORDED IN BOOK 1872 AT PAGE 164, OF OFFICIAL RECORDS; THENCE ALONG SAID PROLONGATION AND SAID CENTERLINE,

3RD – NORTH 8° 17' 52" WEST 1026.72 FEET TO A POINT ON A LINE PARALLEL TO THE CENTERLINE OF SAID TELEPHONE ROAD; THENCE ALONG SAID PARALLEL LINE,

4TH – NORTH 79° 43' 30" EAST 943.58 FEET TO THE TRUE POINT OF BEGINNING.

EXCLUDING THAT PORTION LYING WITHIN THE BOUNDARY OF SAID STRIP OR PARCEL OF LAND DESCRIBED IN BOOK 1872, AT PAGE 164, OF OFFICIAL RECORDS.

EXCEPTING ALL MINERALS AND ALL OIL, GAS, ASPHALTUM AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, BUT SAID EXCEPTION SHALL BE WITHOUT THE RIGHT TO ENTER UPON SAID LAND OR USE THE SURFACE FOR ANY PURPOSE AS DISCLOSED IN DEED RECORDED NOVEMBER 13, 1964 AS INSTRUMENT NO. 82381, IN BOOK 2670, PAGE 296, OF OFFICIAL RECORDS.

APN: 083-0-061-325