CONSENT AND AGREEMENT

THIS CONSENT AND AGREEMENT (this "**Consent and Agreement**") is entered into as of August 18, 2026, by **COUNTY OF SANTA BARBARA** ("**Consenting Party**"), for the benefit of **WINTRUST ASSET FINANCE INC.** (the "**Financing Party**"), in connection with a sale leaseback financing transaction (the "**Transaction**") between Financing Party and **SBC NORTHERN JAIL RENEWABLE ENERGY, LLC**, a California limited liability company ("**Project Company**"). Defined terms used herein and not defined have the meanings given to them in the Assigned Agreement, as defined below.

RECITALS

WHEREAS, Consenting Party and Project Company are parties to (i) that certain Lease Agreement: SBC Northern Jail, executed August 26, 2025, by and between Consenting Party and Project Company, evidenced by that certain Memorandum of Lease Agreement recorded on December 23, 2025 as Instrument No. 2025-0040409 in the Official Records of the County of Santa Barbara, and (ii) that certain Solar Services Agreement, executed August 26, 2025 (the "**SBC Jail PPA**"), by and between Consenting Party and Project Company (collectively, and as each may be amended, amended and restated, supplemented or otherwise modified from time to time, the "**Assigned Agreements**");

WHEREAS, Project Company has assigned or will assign to Financing Party all of its rights, title and interest in, to and under the Assigned Agreements as security for its obligations under the Transaction (all such assigned rights, the "**Assigned Rights**"); and

WHEREAS, Consenting Party is willing to (a) consent to such assignment and the grant of a security interest by Project Company in favor of Financing Party and (b) agree to such other terms as described herein.

NOW, THEREFORE, in consideration of the premises and of other valuable consideration, the parties hereto agree as follows:

1. Collateral Assignment and Consent.

(a) Project Company has assigned or will assign to Financing Party the Assigned Rights as collateral security for the due and punctual performance and payment of Project Company's obligations under the Transaction. Consenting Party hereby consents to such assignment and any subsequent assignment by Financing Party upon and after Financing Party's exercise of its rights and remedies under the Transaction. In the event of any subsequent assignment by the Financing Party, Financing Party shall notify Consenting Party of such assignment, including assignee's address for notification of a default if such should become necessary, by certified mail within 30 days of such assignment.

(b) Upon a default by Project Company under the Transaction, and upon the end of the term of the Transaction, Consenting Party acknowledges that Financing Party has the right to take possession of and succeed to the Assigned Rights, including the right to continue to perform under the Assigned Agreement in place of Project Company, the right to require the counterparty to perform under such agreement, and the right to rely upon all representations, warranties, indemnities and agreements made by Consenting Party under or pursuant to the Assigned Agreement.

2. Payments.

(a) Unless otherwise directed by Financing Party in writing, Consenting Party agrees it will make all amounts payable by Consenting Party under or with respect to the SBC Jail PPA by wire transfer of immediately available funds to the account specified on Exhibit A hereto or to such other account as shall be specified from time to time by Financing Party to Consenting Party in writing (any such account, the "**Payment Account**"). Consenting Party agrees that it shall ignore any other payment instructions, including any payment instructions printed on or accompanying the Project Company's invoices. For the avoidance of doubt, Project Company shall ensure that any payment instructions on Project Company's invoices match those in this Section 2. Notwithstanding anything herein to the contrary, it shall be the sole responsibility of Project Company and Financing Party to ensure the payment instructions on Project Company's invoices match those in this Section 2 and Consenting Party shall have no liability whatsoever to the Project Company or to Financing Party in the event that Consenting Party relies on the information provided in the Project Company's invoices when making payments under the Assigned Agreement.

(b) All amounts payable by Consenting Party to the Payment Account pursuant to clause (a) preceding shall be made by Consenting Party irrespective and without deduction for any counterclaim, defense, recoupment or set-off by Consenting Party except to the extent permitted under the Assigned Agreement, and Consenting Party will not seek to recover from Financing Party or any entity acting on behalf of Financing Party for any reason any such payment once made. Notwithstanding the foregoing, any such payments made by Consenting Party will not adversely affect any right Consenting Party may have against Project Company pursuant to the Assigned Agreement.

3. Default and Cure.

(a) If Project Company defaults under either Assigned Agreement, Consenting Party shall, before terminating the applicable Assigned Agreement or exercising any other remedy, give written notice to Financing Party specifying the default and the steps necessary to cure the same, and Financing Party shall have sixty (60) days after receipt of such notice (or such longer period of time as may be necessary under the circumstances, provided Financing Party is diligently pursuing such cure) to cure such default or to cause it to be cured. If Financing Party fails to cure or cause to be cured any such default within the appropriate period set forth above, Consenting Party shall have all of its rights and remedies with respect to such default as set forth in the Assigned Agreement and at law or in equity.

(b) In the event that either Assigned Agreement is terminated by rejection, or otherwise, during a case in which Project Company is the debtor under Title 11, United States Code, or other similar federal or state statute, then Consenting Party shall, at the option of Financing Party, enter into a new agreement with Financing Party or (at the direction of Financing Party) its nominee or designee having terms substantially identical to the applicable Assigned

Agreement pursuant to which Financing Party or its nominee or designee shall have all of the rights and obligations of Project Company under the applicable Assigned Agreement.

(c) If Financing Party notifies Consenting Party in writing that Project Company has defaulted under the Transaction and requests that Consenting Party continue performance under the Assigned Agreements, Consenting Party shall thereafter perform under the Assigned Agreements in accordance with their respective terms, so long as all existing defaults by Project Company under each Assigned Agreement that are susceptible to cure are cured by Financing Party or its nominee or designee and the obligations of Project Company thereunder shall continue to be performed by Project Company, Financing Party or Financing Party's nominee or designee.

4. Delivery of Notices. Consenting Party agrees that it will send all material notices (including any notice of breach) under each Assigned Agreement to Financing Party simultaneously with the delivery of such notice to Project Company.

5. Liability of Financing Party. Consenting Party acknowledges and agrees that Financing Party has not assumed and does not have any obligation or liability under or pursuant to either Assigned Agreement unless and until Financing Party assumes the same in writing.

6. Amendment or Termination of Assigned Agreements. Consenting Party covenants and agrees with Financing Party that without the prior written consent of Financing Party Consenting Party will not amend, modify or terminate either Assigned Agreement (prior to the expiration of the cure period in Section 3 hereof).

7. Representations and Warranties. Consenting Party hereby represents and warrants that (a) each of the representations and warranties of Consenting Party set forth in each Assigned Agreement are true and correct as of the date hereof, (b) each Assigned Agreement is in full force and effect and has not been amended or otherwise modified since the date thereof, (c) there is no other agreement or understanding between Consenting Party and Project Company that would alter either Assigned Agreement, (d) to Consenting Party's knowledge, there exists no event or condition which constitutes a breach or default, or that would, with the giving of notice or lapse of time, constitute a default, under either Assigned Agreement, (e) Consenting Party is not aware of any event, act, circumstance or condition constituting a force majeure event, (f) there are no actions or proceedings pending or, to Consenting Party's knowledge, threatened against or affecting Consenting Party in any court, by or before any governmental authority, arbitration board, or tribunal that purport to affect the ability of Consenting Party to perform its obligations under, or that purport to affect the legality, validity or enforceability of, either Assigned Agreement, and (g) there are no actions or proceedings, whether voluntary or involuntary, pending against Consenting Party under the bankruptcy or insolvency laws of the United States of America or any state thereof.

8. Consenting Party Estoppels.

(a) All payments, costs and expenses, including rent payments, required to be made or paid by Project Company under each of the Assigned Agreements as of the date hereof have been made or paid by or on behalf of the Project Company.

(b) Consenting Party has no knowledge of any facts entitling Project Company to any material claim, counterclaim, offset or defense in respect of either of the Assigned Agreements, and there are no disputes or legal proceedings between the Project Company and Consenting Party.

(c) Neither Consenting Party nor Project Company owes any indemnity payments under either of the Assigned Agreements.

(d) Consenting Party has not made any payments to Project Company in respect of any indemnity provision under either of the Assigned Agreements.

9. Notices.

(a) All communications between the parties hereto or notices provided herein to be given may be given to the addresses listed on Schedule I hereto.

(b) Any notice required or given hereunder shall be deemed properly given when provided in writing (a) three (3) business days after mailed first class, overnight, or certified mail, return receipt requested, postage prepaid, addressed to the designated recipient at its address listed on Schedule I hereto or such other address as such party may advise by notice given in accordance with this provision or (b) upon receipt by the party to whom addressed in writing by personal delivery, commercial courier service, fax, electronic mail or other means which provides a permanent record of the delivery of such notice; 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 to any other location within the United States by giving of ten (10) days' written notice to the other parties in the manner set forth herein above.

10. Governing Law. THIS CONSENT AND AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE AND WITHOUT REFERENCE TO CONFLICTS OF LAWS, EXCEPT SECTION 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

11. Successors and Assigns. This Consent and Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Financing Party may, at any time by written notice to each of the parties to this Consent and Agreement, assign its rights and interests hereunder to any nominee or designee of Financing Party, including, without limitation, to any purchaser of all or any portion of rights under the Assigned Agreement in connection with a default by Project Company under the Transaction and a foreclosure by Financing Party.

12. Counterparts. This Consent and Agreement may be executed in one or more counterparts and when signed by all the parties listed below shall constitute a single binding agreement. Delivery of an executed counterpart of a signature page of this Consent and Agreement by facsimile or .pdf shall be effective as delivery of a manually executed counterpart of this Consent and Agreement.

[Signatures on following pages]

[Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Consent and Agreement as of the date first above written.

Consenting Party:

COUNTY OF SANTA BARBARA

By:______________________________
Name: Bob Nelson
Title: Chair of the Board of Supervisors

Project Company:

SBC NORTHERN JAIL RENEWABLE ENERGY, LLC

DocuSigned by:
By: ______________________________
5310E33A0C004C4...
Name: Luke Emard
Title: CEO

Accepted:

Financing Party:

WINTRUST ASSET FINANCE INC.

Signed by:
By: John Antoon
2092334E15BA432...
Name: John Antoon
Title: Vice President

Printed Name:	Mona Miyasato	**Printed Name:**	Kirk Lagerquist
Title:	County Executive Officer, Clerk of the Board	**Title:**	Director, General Services Department
Signature:		**Signature:**	DocuSigned by: Kirk Lagerquist 19AEDA90054E4CE...
	APPROVED AS TO FORM:		**APPROVED AS TO ACCOUNTING FORM:**
Printed Name:	Rachel Van Mullem	**Printed Name:**	Betsy M. Schaffer, CPA
Title:	County Counsel, County of Santa Barbara	**Title:**	Auditor-Controller, County of Santa Barbara
Signature:	Signed by: Aaron Zambrano 98B45FFED91E4FC...	**Signature:**	Signed by: Shawna Jorgensen DF6DB6D7D6344E6...
	Aaron Zambrano Deputy County Counsel		Shawna Jorgensen Deputy Auditor-Controller

	APPROVED AS TO FORM:
Printed Name:	Marisa Kahn
Title:	Risk Manager
Signature:	Signed by: Marisa Kahn DF54F5C66F0C41A...
	Risk Management

EXHIBIT A

PAYMENT ACCOUNT

Bank Name	Beverly Bank & Trust Company, N.A.
ABA Routing No:	071026356
Account No:	4950724584
Account Name:	Operating Account
Reference:	SBC Jail PPA Revenue

SCHEDULE I

ADDRESSES FOR NOTICES

If to Financing Party:
Wintrust Commercial Finance,
A Division of Wintrust Asset Finance Inc.
3201 Dallas Parkway, Suite 800
Frisco, TX 75034

If to Project Company:
SBC Northern Jail Renewable Energy, LLC
430 North College Ave., Suite 440
Fort Collins, CO 80524
Attn: Nick Perugini
Email: Nick.Perugini@SolarisEnergy.com

If to Consenting Party
County of Santa Barbara
Attn: Brandon Kaysen
260 N San Antonion Rd.
Santa Barbara, CA 93110
Email: BKaysen@countyofsb.org