

ESTOPPEL CERTIFICATE

LANDLORD

This ESTOPPEL CERTIFICATE (this “Certificate”), dated as of _____, 2025, is made by Village of Croton-on-Hudson, a municipal corporation in the County of Westchester and State of New York (“Landlord”).

A. Landlord is the owner of certain premises situated at 4 Veterans Plaza, Croton-on-Hudson, New York 10520, as is more particularly described in the Site Lease (defined below) (the “Leased Premises”).

B. The Leased Premises are leased by Landlord to SCS Van Wyck 012823 Croton on Hudson, LLC, a Delaware limited liability company (“Project Company”), pursuant to that certain Solar Facilities Option to Lease and Lease Agreement dated March 2, 2021, entered into by and between Landlord and Project Company, as amended by that certain Amendment No. 1 to Solar Facilities Option to Lease and Lease Agreement dated September 13, 2021, as amended by that certain Amendment No. 2 to Solar Facilities Option to Lease and Lease Agreement, dated as of June 7, 2023, as amended by that certain Amendment No. 3 to Solar Facilities Option to Lease and Lease Agreement, dated as of March 4, 2025, and as further amended by that certain Amendment No. 4 to Solar Facilities Option to Lease and Lease Agreement, dated as of [____], 2025 (collectively, the “Site Lease”).

C. Project Company has the right to construct, install, operate, maintain, replace and repair a solar photovoltaic electric generation system and battery energy storage system (collectively, the “Project”) on the Leased Premises pursuant to the Site Lease.

D. Altus Power, LLC, a Delaware limited liability company (“Altus”) is in discussions with Distributed Generation Solar CEI, LLC (“Seller”) regarding the acquisition by Altus of all of the equity interests in the Project Company (the “Acquisition”). As a condition to the completion of the Acquisition, Altus requires certain confirmations and acknowledgments from the Landlord.

E. This Certificate is being delivered to, and for the benefit of, the Project Company and Altus. Capitalized terms used and not defined herein have the meanings specified in the Site Lease.

Based on the foregoing, and recognizing that Altus and the Project Company and their respective permitted successors and assigns will rely hereon, Landlord hereby represents, warrants, agrees and confirms to Altus and the Project Company, as of the date of this Certificate, that:

1. Due Authorization. The execution, delivery, and performance by Landlord of the Site Lease and this Certificate have been duly authorized by all necessary governmental, corporate, partnership, limited liability, or other action on the part of Landlord and do not require any approvals, filings with, or consents of any entity or person which have not previously been obtained or made. Landlord, and the person or persons executing this Certificate on behalf of Counterparty, have the power and authority to execute this Certificate.

2. Entire Agreement. Attached as Exhibit A is a true, correct and complete copy of the Site Lease, including all revisions, amendments, restatements, supplements, or modifications thereto. The Site Lease constitutes the entire agreement between Landlord and Project Company with respect to the use of the Leased Premises by Project Company and has not been amended, modified or supplemented, except as attached hereto, and has not been superseded. Other than as attached as Exhibit A, the Site Lease has not been assigned, modified, supplemented or amended in any way. There are no oral agreements between Landlord and Project Company with respect to the Leased Premises. The Site Lease is valid and in full force and effect and enforceable against Landlord in accordance with its terms. Landlord hereby ratifies the Site Lease in its entirety. There has been no default by Project Company or Landlord and, to the best of Landlord's knowledge, no event, act or omission has occurred or situation exists which, with the passage of time or the giving of notice or both, would constitute a default or breach under the Site Lease. All covenants, conditions and obligations under the Site Lease to be performed by Project Company required to be performed on or before the date hereof have been performed in a manner satisfactory to Landlord. There exists no dispute between Landlord and Project Company. Landlord has no option, in whole or in part, to terminate or otherwise modify the terms and conditions of the Site Lease other than as specifically provided in the Site Lease. All payments of any kind required to be made or due and payable pursuant to the Site Lease as of the date hereof, either by or to Landlord under the Site Lease, have been paid in full, and no rent, additional rent, payments or other charges (including, without limitation, as applicable, taxes (including "rollback" taxes, if any), maintenance, and operating expenses), due and payable through the date of this Certificate remain outstanding.

3. Representations. All representations made by Landlord in the Lease are true and correct as of the date hereof. To Landlord's best knowledge after due inquiry, Landlord has no unsatisfied claims against Project Company for indemnity with respect to Project Company's actions on or about the Leased Premises or any adjacent property owned by Landlord. Project Company is in possession of and/or has the right to use and possess the Leased Premises according to and under the terms of the Site Lease. To the best of Landlord knowledge, Project Company's current use and operation of the Site Lease complies with all use covenants and operating requirements contained in the Site Lease. Landlord confirms that there are no other leases including no oil and gas leases, timber deeds, crop leases or any other agreements, whether oral or written in effect with respect to the Leased Premises. Notwithstanding the foregoing, Landlord confirms that there are easements on or about and the public has access to the Leased Premises that do not and will not adversely affect or otherwise interfere with Tenant's use of the Leased Premises as set forth in the Lease.

4. No Encumbrances. There are no actions, whether voluntary or otherwise, pending against Landlord under the bankruptcy or insolvency laws of the United States or any state thereof. Landlord has not received written notice nor has actual knowledge of any pending eminent domain proceedings or other governmental actions or any judicial actions of any kind against Landlord's interest in the Leased Premises. As of the date hereof, Landlord is the sole fee simple owner of the Leased Premises. No third party other than Project Company is in possession of or has any right of possession with respect to the Leased Premises. All persons having any ownership interest in the Leased Premises have signed, ratified or joined in the Site Lease. The Site Lease is not subordinate, and has not been subordinated by Landlord, to any mortgage, lien or other

encumbrance. There are no mortgages, deeds of trust or other security interests encumbering Landlord's interest in the Leased Premises.

5. Lease Term. The Operating Period of the Site Lease commenced on November 25, 2024, and has an initial term through November 30, 2050. Project Company and Landlord may mutually agree to extend the Operating Period of the Site Lease for up to four (4) additional successive terms of five (5) years each in accordance with the terms of the Site Lease.

6. Right of Access to and Use of Leased Premises. Landlord confirms that Project Company, and its invitees, agents, and designees are entitled to access to and use of the Leased Premises as set forth in the Site Lease, including (but not limited to) the right to enjoy the benefits of any appurtenant easements granted to Project Company in the Site Lease, and to inspect, take possession of, remove, or dispose of the Personal Property at any time.

7. Personal Property not a Fixture. Notwithstanding any term of the Site Lease or any amendments, modifications, extensions, or renewals thereof, or any contrary intent that may be expressed by Project Company, or that may otherwise be implied by law, and regardless of the manner of affixation, the Project is and shall not be deemed a fixture or part of the real estate, but shall at all times be considered personal property of the Project Company.

8. Security Interest. Landlord has not received notification of any other entity claiming a security interest in the Project or Project Company's interest in the Site Lease.

9. Successors and Assigns. This Certificate shall be binding upon Landlord and its successors and assigns and shall inure to the benefit of Altus and the Project Company and their successors and assigns.

10. Knowledge. As used herein, the word "knowledge" means a due and reasonable inquiry, including an inquiry with the Landlord's management personnel responsible for oversight and administration of the Site Lease, by the individual executing this Certificate on behalf of the Landlord.

THIS CERTIFICATE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW EXCEPT SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Landlord has executed this Certificate effective as of the day and year first above written.

LANDLORD:

Village of Croton-on-Hudson, a municipal
corporation in the County of Westchester and
State of New York

Name:

Title:

EXHIBIT A

(Site Lease)

See attached.