

AMENDMENT NO. 4 TO SOLAR FACILITIES OPTION TO LEASE AND LEASE AGREEMENT

This AMENDMENT NO. 4 TO SOLAR FACILITIES OPTION TO LEASE AND LEASE AGREEMENT (this “**Fourth Amendment**”), dated as of _____, 2025 (the “**Amendment Date**”), is made and entered into by and between Village of Croton-on-Hudson, a municipal corporation in the County of Westchester and State of New York (“**Landlord**”), and SCS Van Wyck 012823 Croton on Hudson, LLC, a Delaware limited liability company (“**Tenant**”). Landlord and Tenant may each be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Parties entered into that certain Solar Facilities Option to Lease and Lease Agreement, dated as of March 3, 2021 (the “**Original Lease**”), as amended by that certain Amendment No. 1 to Solar Facilities Option to Lease and Lease Agreement, dated as of September 13, 2021 (the “**First Amendment**”), as further amended by that certain Amendment No. 2 to Solar Facilities Option to Lease and Lease Agreement, dated as of June 7, 2023 (the “**Second Amendment**”), and as further amended by that certain Amendment No. 3 to Solar Facilities Option to Lease and Lease Agreement, dated as of March 4, 2025 (together with the Original Lease, the First Amendment, and the Second Amendment, and as further amended and assigned from time to time, the “**Lease**”).

WHEREAS, the Parties hereto desire to enter into this Fourth Amendment in order to make certain changes to the Lease as further set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties mutually recognizing the sufficiency thereof and intending to be legally bound thereto, the Parties agree as follows:

1. Definitions; Recitals. Capitalized terms used and not defined in this Fourth Amendment have the respective meanings assigned to them in the Lease. The Recitals first set forth above are incorporated by this reference as if fully set forth at length hereinbelow.

2. Temporary Construction Easement. Section 1.4 of the Original Lease is hereby deleted in its entirety and replaced with the following:

1.4. Temporary Construction Easement. Landlord hereby grants to Tenant during the Construction Period and the Decommissioning Period (in each case as defined herein), a temporary easement (the “**Temporary Construction Easement**”) over, across and on the Property for the storage and assemblage of materials to construct, erect, install, maintain, operate, repair and remove the System. The rights herein granted shall include the non-exclusive right to the unobstructed access to the Temporary Construction Easement by Tenant, its agents, employees and contractors with all manner of men, machinery, supplies and equipment reasonably required for the construction, reconstruction or removal of the System on or from the Premises.

3. Operating Period. Section 2.4 of the Original Lease is hereby deleted in its entirety and replaced with the following:

2.4. Operating Period. The “***Operating Period***” means the period commencing on the Commercial Operation Date and continuing through November 30, 2050, unless terminated earlier or extended as provided herein. The “***Commercial Operation Date***” means November 25, 2024. Landlord and Tenant agree to execute and Tenant agrees to record an Amendment to the Memorandum of Solar Facilities Option to Lease, Lease Agreement and Easement to reflect that the Operating Period continues through November 30, 2050.

4. Exhibit A. Exhibit A of the Original Lease is hereby deleted in its entirety and replaced with Exhibit A attached to this Fourth Amendment.

5. Exhibit B. Exhibit B of the Original Lease is hereby deleted in its entirety and replaced with Exhibit B attached to this Fourth Amendment.

6. Exhibit C-1. Exhibit C-1, as added to the Lease by the Second Amendment, but not attached thereto, is attached to this Fourth Amendment and hereby incorporated as Exhibit C-1 to the Lease.

7. Operating Period Rent. Notwithstanding anything contained in any notice from Tenant to Landlord pursuant to Section 3.1(c) of the Lease, the Parties hereby agree the annual Operating Period Rent shall be Four Hundred Seventy-Three Thousand Nine Hundred Twenty-Two and 33/100 dollars (\$473,922.33).

8. Facilitation Fee. As consideration for the foregoing amendments, within ten (10) business days of the Amendment Date, Tenant shall pay to Landlord an amount equal to Thirty Thousand dollars (\$30,000.00).

9. Binding Effect. The rights granted in the Lease, as amended by this Fourth Amendment, are binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

10. Continuing Effectiveness of the Lease. Except as expressly provided herein, the Lease shall remain in full force and effect, and the Parties do hereby ratify and confirm the Lease as amended herein.

11. Representations and Warranties. The Parties each hereby represent and warrant to each other Party that: (a) it has the full right, power and authority to enter into this Fourth Amendment and to perform its obligations hereunder and under the Lease (as amended by this Fourth Amendment); (b) the execution and delivery of this Fourth Amendment by such Party has been duly authorized by all necessary action on the part of such Party; and (c) this Fourth Amendment constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws and equitable principles related to or affecting creditors' rights generally or the effort of general principles of equity.

12. Applicable Law and Jurisdiction. This Fourth Amendment is made and shall be interpreted and enforced in accordance with the laws of the State of New York, without giving effect to any choice of conflict of law provisions.

13. Counterparts. This Fourth Amendment may be executed in any number of identical counterparts, any or all of which may contain the signatures of less than all of the Parties and all of which shall be construed together as a single instrument.

14. Conflicts. If any of the terms, covenants, or conditions of this Fourth Amendment conflict with the terms, covenants, or conditions of the Lease, the terms, covenants, and conditions of this Fourth Amendment shall control.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Fourth Amendment as of the Amendment Date.

LANDLORD:

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

By: _____
Name:
Title:

TENANT:

SCS Van Wyck 012823 Croton on Hudson, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

EXHIBIT A

DESCRIPTION OF THE PROPERTY

Address & Tax Parcel ID:

Croton Point Avenue at Veterans Plaza, Croton on Hudson, NY;
WCTM# 79-17-1- 5 and 79-17-1-10

Legal Description:

TOWN OF
CORTLANDT,



ALL THAT CERTAIN PLOT, PIECES OR PARCEL OF LAND SITUATE, LYING AND BEING AT CROTON-
ON-HUDSON, COUNTY OF WESTCHESTER, STATE OF NEW YORK, BEING BOUND AND DESCRIBED
AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH SIDE OF CROTON POINT AVENUE AT THE WEST SIDE OF
VETERANS PLAZA, RUNNING THENCE THEN FOLLOWING 15 COURSES AND DISTANCES:

THENCE South 21 degrees 18 minutes 33 seconds East for a distance of 1008.72 feet;
THENCE South 20 degrees 45 minutes 14 seconds East for a distance of 2138.40 feet;
THENCE South 69 degrees 14 minutes 46 seconds West for a distance of 180.00 feet;
THENCE North 20 degrees 45 minutes 14 seconds West for a distance of 85.00 feet;
THENCE South 69 degrees 14 minutes 46 seconds West for a distance of 22.93 feet;
THENCE North 20 degrees 42 minutes 47 seconds West for a distance of 1752.13 feet;
THENCE North 20 degrees 48 minutes 23 seconds West for a distance of 842.82 feet;
THENCE North 20 degrees 44 minutes 20 seconds West for a distance of 251.62 feet;
THENCE North 69 degrees 14 minutes 46 seconds East for a distance of 20.89 feet (Deed) 29.89 feet
(Calculated);
THENCE North 26 degrees 29 minutes 40 seconds West for a distance of 3.24 feet;
THENCE North 26 degrees 26 minutes 40 seconds West for a distance of 93.17 feet;
THENCE North 33 degrees 18 minutes 10 seconds East for a distance of 56.46 feet;
THENCE along on arc to the right R-27.00 Length 25.33;
THENCE North 20 degrees 57 minutes 40 seconds West for a distance of 22.39 feet;
THENCE North 52 degrees 18 minutes 50 seconds East for a distance of 141.62 feet

TO THE POINT OR PLACE OF BEGINNING;

Together with and subject to covenants, easements, and restrictions of record.
WCTM#:79-17- 5 AND 79-17-1-10

EXHIBIT B

DESCRIPTION OF THE PREMISES

Description of the Premises:

Tax Parcel ID:

P/O WCTM# 79-17-1-5 and P/O 79-17-1-10

Legal Description:

ALL THAT CERTAIN PLOT, PIECES OR PARCEL OF LAND SITUATE, LYING AND BEING AT CROTON-ON-HUDSON, COUNTY OF WESTCHESTER, STATE OF NEW YORK, BEING BOUND AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH SIDE OF CROTON POINT AVENUE AT THE WEST SIDE OF VETERANS PLAZA, RUNNING THENCE THEN FOLLOWING 2 COURSES AND DISTANCES TO THE LEASE PARCEL POINT OF BEGINNING:

THENCE South 21 degrees 49 minutes 05 seconds East for a distance of 39.93 feet;
THENCE South 00 degrees 21 minutes 41 seconds East for a distance of 45.45 feet;
to the point of beginning;
THENCE South 83 degrees 49 minutes 46 seconds West for a distance of 12.95 feet;
THENCE South 13 degrees 14 minutes 19 seconds East for a distance of 11.20 feet;
THENCE South 09 degrees 29 minutes 46 seconds East for a distance of 28.75 feet;
THENCE South 87 degrees 20 minutes 40 seconds West for a distance of 115.00 feet;
THENCE South 01 degrees 02 minutes 24 seconds East for a distance of 78.46 feet;
THENCE South 51 degrees 36 minutes 41 seconds West for a distance of 16.47 feet;
THENCE South 68 degrees 43 minutes 00 seconds West for a distance of 35.63 feet;
THENCE South 21 degrees 17 minutes 00 seconds East for a distance of 587.29 feet;
THENCE North 68 degrees 46 minutes 15 seconds East for a distance of 59.29 feet;
THENCE South 21 degrees 17 minutes 00 seconds East for a distance of 222.81 feet;
THENCE North 68 degrees 46 minutes 15 seconds East for a distance of 37.43 feet;
THENCE South 21 degrees 17 minutes 00 seconds West for a distance of 7.87 feet;
THENCE South 68 degrees 46 minutes 15 seconds West for a distance of 77.44 feet;
THENCE South 21 degrees 17 minutes 00 seconds East for a distance of 148.98 feet;
THENCE North 68 degrees 46 minutes 15 seconds East for a distance of 50.44 feet;
THENCE South 21 degrees 17 minutes 00 seconds East for a distance of 55.16 feet;
THENCE South 68 degrees 46 minutes 15 seconds West for a distance of 50.29 feet;
THENCE South 21 degrees 17 minutes 00 seconds East for a distance of 282.33 feet;
THENCE North 68 degrees 46 minutes 15 seconds East for a distance of 73.68 feet;
THENCE South 21 degrees 17 minutes 00 seconds East for a distance of 88.31 feet;
THENCE South 68 degrees 46 minutes 15 seconds West for a distance of 84.82 feet;
THENCE South 21 degrees 17 minutes 00 seconds East for a distance of 929.37 feet;
THENCE North 68 degrees 46 minutes 15 seconds East for a distance of 101.47 feet;
THENCE North 21 degrees 11 minutes 20 seconds West for a distance of 334.31 feet;
THENCE North 68 degrees 46 minutes 15 seconds East for a distance of 21.56 feet;
THENCE North 21 degrees 11 minutes 20 seconds West for a distance of 346.94 feet;

TOWN OF
CORTLANDT,



THENCE North 68 degrees 46 minutes 15 seconds East for a distance of 22.54 feet;
THENCE North 21 degrees 11 minutes 20 seconds West for a distance of 248.41 feet;
THENCE South 68 degrees 46 minutes 15 seconds West for a distance of 62.06 feet;
THENCE North 21 degrees 17 minutes 00 seconds West for a distance of 88.31 feet;
THENCE North 68 degrees 46 minutes 15 seconds East for a distance of 95.01 feet;
THENCE North 21 degrees 11 minutes 20 seconds West for a distance of 199.52 feet;
THENCE South 68 degrees 46 minutes 15 seconds West for a distance of 48.41 feet;
THENCE North 21 degrees 11 minutes 20 seconds West for a distance of 85.93 feet;
THENCE South 68 degrees 46 minutes 15 seconds West for a distance of 67.41 feet;
THENCE North 21 degrees 17 minutes 00 seconds West for a distance of 55.16 feet;
THENCE North 68 degrees 46 minutes 15 seconds East for a distance of 66.92 feet;
THENCE North 21 degrees 17 minutes 00 seconds West for a distance of 149.33 feet;
THENCE South 68 degrees 46 minutes 15 seconds West for a distance of 39.66 feet;
THENCE North 21 degrees 17 minutes 00 seconds East for a distance of 7.87 feet;
THENCE North 68 degrees 46 minutes 15 seconds East for a distance of 38.60 feet;
THENCE North 21 degrees 17 minutes 00 seconds West for a distance of 203.50 feet;
THENCE South 68 degrees 46 minutes 15 seconds West for a distance of 69.17 feet;
THENCE North 21 degrees 17 minutes 00 seconds West for a distance of 18.53 feet;
THENCE North 68 degrees 46 minutes 15 seconds East for a distance of 118.94 feet;
THENCE North 21 degrees 17 minutes 00 seconds West for a distance of 326.13 feet;
THENCE South 68 degrees 46 minutes 15 seconds West for a distance of 25.45 feet;
THENCE North 21 degrees 17 minutes 00 seconds West for a distance of 236.98 feet;
THENCE North 68 degrees 46 minutes 15 seconds East for a distance of 11.61 feet;
THENCE North 21 degrees 17 minutes 00 seconds West for a distance of 107.41 feet;
THENCE North 21 degrees 47 minutes 05 seconds West for a distance of 37.15 feet;
THENCE North 06 degrees 50 minutes 30 seconds West for a distance of 4.09 feet;
THENCE North 83 degrees 49 minutes 46 seconds East for a distance of 12.95 feet;
THENCE North 21 degrees 47 minutes 05 seconds West for a distance of 8.54 feet;

TO THE POINT OR PLACE OF BEGINNING;

Together with and subject to covenants, easements, and restrictions of record.

P/O WCTM#:79-17-1-5 AND P/O 79-17-1-10 AREA: 304,065.24 SF $\pm$, 6.98 AC $\pm$

EXHIBIT C-1

[See attached document package dated May 30, 2023]



May 30, 2023

Bryan Healy
Village Manager
Village of Croton-on-Hudson
1 Van Wyck Street
Croton-on-Hudson, NY 10520

Re: Stormwater Management System Cost

Dear Mr. Healy,

Reference is made to that certain Solar Facilities Option to Lease and Lease Agreement (the "*Lease*") dated March 3, 2021, by and between SCS Van Wyck 012823 Croton On Hudson, LLC, a Delaware limited liability company ("Tenant") and Village of Croton-on-Hudson, NY ("Landlord"), and further amended on September 13, 2021 and December 6, 2021 per a Notice of Change in Assumption. Terms used but not defined herein have the meanings given to them in the Lease.

Pursuant to a request by Landlord, Tenant has revised the System design to incorporate a stormwater management system, inclusive of gaskets, gutters, downspouts, and underground storm drain piping. Pursuant to a request by Landlord, Tenant is providing a cost breakdown to furnish and install the above ground portion of the system, inclusive of gaskets, gutters, and downspouts, and an above-ground to underground connection at each downspout (ie: the canopy downspout connection). The total cost for this portion of the stormwater management system is \$1,070,280 broken out as follows:

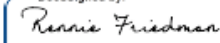
Gasket/Gutter/Downspout - design: \$5,000
Gasket/Gutter/Downspout - materials: \$544,000
Gasket/Gutter/Downspout - installation: \$338,000
Canopy Downspout Connection – materials and installation: \$104,000
Sub-Total: \$991,000
Core Development Group (CDG) Overhead & Profit (O&P) @ 8%: \$79,280
TOTAL: \$1,070,280

Additional documentation and further breakdown of these costs have been included as attachments.

It is Tenant's understanding that Landlord will pay for this work directly under a separate agreement with Tenant. It is Tenant's further understanding that Landlord will complete the remaining installation of the underground portion of the stormwater management system after the System has achieved Final Completion.

Thank you for your time and consideration of this notice, and your continued partnership on this exciting and noteworthy project.

Sincerely,

DocuSigned by:

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Name: Rennie Friedman

Title: Senior Director, Project Development

Attachments:

- **1A: Summary of Cost Breakdown for the Stormwater Management System (SWMS)**
- **1B: Cost Breakdown for Gasket/Gutter/Downspout – Materials**
- **1C: Cost Breakdown for Gasket/Gutter/Downspout – Installation**
- **1D: Cost Breakdown for Canopy Downspout Connection – Materials and Installation**

Attachment 1A – Summary of Cost Breakdown for the Stormwater Management System (SWMS)

The proposed Stormwater Management System (SWMS) is comprised of materials and installation labor involving multiple vendors and subcontractors. The above-grade materials for the SWMS include gaskets, guttering, and downspouts which are to be supplied by the carport steel structure vendor and carport structural engineer of record, Carport Structures. Carport Structures has already performed the engineering and design of the above-grade SWMS, and this is integrated to the structural design drawings that have been submitted to the Village for building permit issuance. The installation of the above-grade SWMS materials will also be completed by Carport Structures and has been estimated with the assumption of having most of the necessary crews and equipment already mobilized to the site for the mechanical erection of the steel canopy structure.

The materials for the underground stormwater system include drainage piping, couplers, and associated bedding and fill materials necessary to install and backfill the drainage piping. The civil engineer of record, TRC, has already performed the engineering and developed the underground stormwater design, and those design drawings are included in the permit package that has been submitted to the Village for building permit issuance. Additionally, these design drawings have been used to obtain wetland permit modifications from both the New York State Department of Environmental Conservation (NYSDEC) and the Village of Croton-on-Hudson.

Detailed descriptions and cost breakdowns of the various categories of materials and installation labor follows, as well as quotes from some of the contractors and vendors involved.

Attachment 1B – Cost Breakdown for Gasket/Gutter/Downspout - Materials

Summary

The attached quote from Carport Structures contains the costs of supplying the above-grade materials associated with the SWMS. This material will be supplied along with the steel canopy structural material. Solar canopy vendors occasionally offer stormwater management materials as optional features to their base canopy structure offering, when requested by the customer. The advantage to sourcing this equipment from the canopy structure vendor is that each component is vetted by the canopy vendor as compatible with their structure and minimizes field modifications as all components from the structural steel to the gutters and downspouts are designed to work together. The current structural steel drawings and calculations package from Carport Structures that has been submitted to the Village for a building permit includes the guttering, downspouts, and other above-grade stormwater management materials.

Figure 1B.1 below shows the quote from the structural canopy vendor, Carport Structures, to supply the material needed for the SWMS including EPDM gaskets to be inserted between modules, guttering, downspouts, and associated piping and hardware.

Quantity

The number under the quantity column on the Carport Structures quote, 4,188,800, reflects the power capacity of the PV System in “Watts-DC”. It is routine for the DC power capacity of a design to adjust during the project development and design as module supply chain and availability will impact the system size, as well as site constraints may influence the physical shape and placement of the canopy structure itself. We acknowledge that the power capacity reflected in this quote is slightly less than the final power capacity of the PV System as the original quote was developed and contracted during an earlier design iteration. We have confirmed with both Core Development Group and Carport Structures that the above-grade SWMS will be installed for the full and final/larger System size, but the provided pricing for a slightly smaller power capacity will not increase. This represents savings in the overall cost of the SWMS.

Unit Price

The solar industry commonly represents unit costs on a \$/Watt-DC basis. This is standard across the entire solar ecosystem including labor and material vendors, and even transaction costs are tracked and budgeted on a standardized solar unit cost basis. The provided cost breakdown from Carport Structures is in-line with solar industry standards as the four (4) line items are represented on a \$/Watt-DC basis. Multiplying the unit price by the quantity will result in the total price for each line item shown.

1825 Metamora Road - Oxford, MI 48371 Phone 248-628-5571

Figure 1B.1 – Materials Quote from Solar Canopy Vendor – Carport Structures

Attachment 1C – Cost Breakdown for Gasket/Gutter/Downspout - Installation

Summary

The attached quote from Carport Structures contains the costs of installing the above-grade materials associated with the SWMS. Similar to the materials, the advantage to sourcing this installation from the canopy structure vendor is that a single vendor will be responsible for the design, materials, and installation of all above-grade structural and SWMS features. Having a single vendor responsible for all this work creates the most efficient, cohesive, and high-quality final product.

Figure 1C.1 below shows the quote from the structural canopy vendor, Carport Structures, to install the above-grade SWMS including EPDM gaskets to be inserted between modules, guttering, downspouts, and associated piping and hardware.

Quantity

The number under the quantity column on the Carport Structures quote, 4,225,650, reflects the final power capacity of the PV System in “Watts-DC”.

Unit Price

The solar industry commonly represents unit costs on a \$/Watt-DC basis. This is standard across the entire solar ecosystem including labor and material vendors, and even transaction costs are tracked and budgeted on a standardized solar unit cost basis. The provided cost breakdown from Carport Structures is in-line with solar industry standards as the three (3) line items are represented on a \$/Watt-DC basis. Multiplying the unit price by the quantity will result in the total price for each line item shown.



1825 Metamora Road - Oxford, MI 48371 Phone 248-628-5571

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Attachment 1D – Cost Breakdown for Canopy Downspout Connection – Materials and Installation

Summary

The attached detail (Figure 1D.1) from Core Development Group delineates what will be required to install the canopy downspout connection at each canopy downspout location. The connection consists of a 6" HDPE pipe that will be cast-in-place in the concrete canopy footing, and will be capped 2' from the edge of the footing. In addition to installing the pipe itself, each connection will require additional asphalt excavation, backfilling, and paving.

Quantity

There are forty (40) canopy downspout locations and each one will require this connection.

Unit Price

Each connection will cost \$2,600, for a total cost of \$104,000.

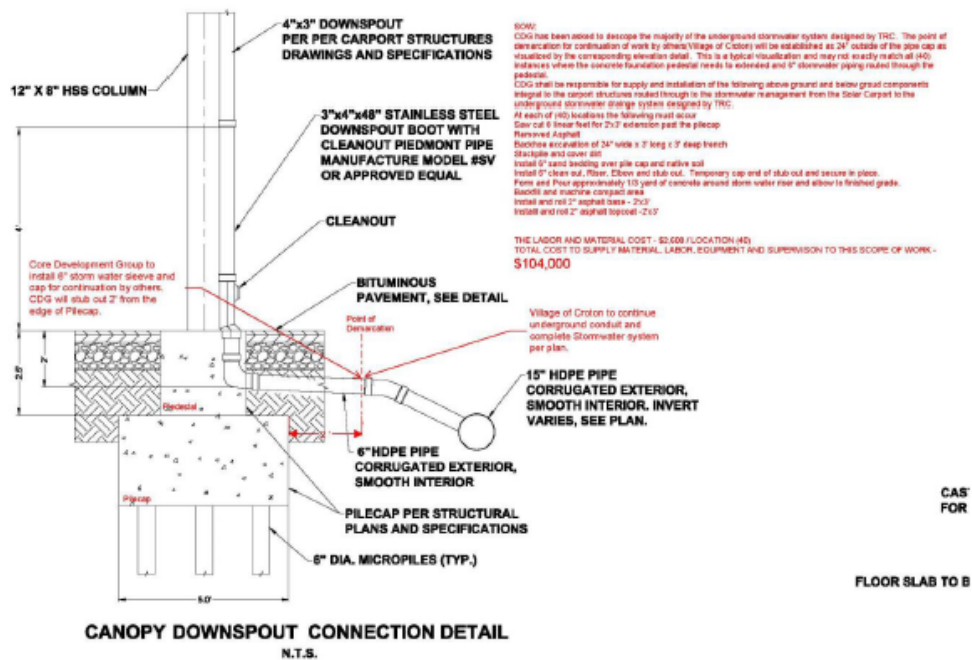


Figure 1D.1 – Canopy Downspout Connection Detail