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Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2023 PG: 3277

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RECORDER'S COVER SHEET

Type of Document: EASEMENT MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT
OF RENTS AND LEASES AND FIXTURE FILING

Prepared by and upon recordation return to:

Norton Rose Fulbright US LLP
1045 Fulton Market, Suite 1200
Chicago, Illinois 60607
Attn: Christine Fernandez Owen
Tel +1 312 964 7748

Mortgagor: ELK WIND ENERGY LLC, AN IOWA LIMITED LIABILITY COMPANY

Mortgagee: THE HUNTINGTON NATIONAL BANK, A NATIONAL BANKING
ASSOCIATION, AS COLLATERAL AGENT

Legal Description: See attached Exhibit A

Document or Instrument Number of Previously Recorded Documents: N/A

**EASEMENT MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF
RENTS AND LEASES AND FIXTURE FILING**

MADE BY

ELK WIND ENERGY LLC
("Mortgagor")

TO

THE HUNTINGTON NATIONAL BANK, as Collateral Agent
(in such capacity, "**Mortgagee**")

Dated as of: December 29, 2023
County: Delaware County
State: Iowa

NOTICE: This Mortgage constitutes a mortgage covering real property and fixtures and is to be cross indexed in all indices in which are recorded liens, mortgages, or other encumbrances against real property and fixtures, including the mortgage index and the UCC Index.

NOTICE: This Mortgage constitutes a lien on all after acquired property of the grantor.

NOTICE: This Mortgage secures credit in the amount of \$135,730,529. Loans and advances up to this amount, together with interest, are senior to indebtedness to other creditors under subsequently recorded or files mortgages and liens.

If this box is checked, this Mortgage is a Purchase Money Mortgage as defined in Iowa Code 654.12B.

EASEMENT MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING

This EASEMENT MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (as the same may be amended, restated, supplemented or otherwise modified from time to time, (this “**Mortgage**”) is made and effective as of this 29th day of December, 2023, by **ELK WIND ENERGY LLC**, an Iowa limited liability company (“**Mortgagor**”), having an office at c/o Greenbacker Renewable Energy Corporation, 11 E 44th Street, 1200, New York, NY 10017, Attention: General Counsel, to **THE HUNTINGTON NATIONAL BANK**, in its capacity as Collateral Agent (in such capacity, “**Mortgagee**”) for **GB-HBAN TRUST** (“**Lessor**”), having an office at 525 Vine Street, 14th Floor, Cincinnati, Ohio 45202.

RECITALS:

WHEREAS, the Mortgagor has entered into (a) a Project Schedule No. 2 with the Lessor (as amended, supplemented, restated or otherwise modified and in effect from time to time, the “Schedule”) to the unrecorded Master Lease Agreement of even date herewith between the Master Lessee, the Lessor and the certain designated Lessee party thereto from time to time (as amended, supplemented, restated or otherwise modified and in effect from time to time, collectively, the “**Master Lease**”; and the Master Lease together with such Schedule, the “**Lease Agreement**”), and (b) a Joinder Agreement of even date herewith, pursuant to which Mortgagor has joined in and become a party to that certain Participation Agreement of even date herewith, by and among Lessor, the lessee parties thereto from time to time, and Mortgagee (the “**Participation Agreement**”), pursuant to which, among other things, the Lessor has agreed to purchase from Mortgagor certain Equipment comprising that certain approximately 41MW (ac) wind power generation facility (the “**Project**”), which is located on certain real property located in Delaware County, State of Iowa, as described on Exhibit A (the “**Land**”) and simultaneously lease such Equipment to such Lessee upon the terms and subject to the conditions specified in the Lease Agreement.

WHEREAS, to secure obligations of the Mortgagor under the Lease Agreement, the Participation Agreement and all other documents or instruments executed by Mortgagor in connection with the Lease Agreement or the Participation Agreement, including but not limited to the “Lease Documents” as defined in the Master Lease (collectively, and as any such documents or instruments may be amended, modified or supplemented, the “**Lease Documents**”), Mortgagee and Lessor have required the execution of this Mortgage by Mortgagor; and

WHEREAS, in consideration of the foregoing, and in order to provide collateral security for the Lease Agreement and any modifications, extensions, amendments or renewals thereto, Mortgagor has executed and delivered this Mortgage.

GRANTING CLAUSES

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the adequacy, receipt and sufficiency of which are hereby acknowledged, and in

order to secure (1) the Mortgagor's obligation to pay Rent when due and all of its other payment and performance obligations under the Lease Agreement and the other Lease Documents to which it is a party and the obligations of other Lessee Parties (as defined in the Master Lease) to pay Rent when due and all of their respective obligations under the Lease Documents to which they are a party (all such obligations in this clause (1), the "**Obligations**"), (2) the performance and observance by the Mortgagor of all of the covenants, agreements, representations and warranties contained in this Mortgage, and (3) amounts that the Mortgagor expends under this Mortgage including, but not limited to the following: (i) taxes, charges, or assessments that may be imposed upon the Mortgaged Property (as hereinafter defined), (ii) premiums on insurance policies covering the Mortgaged Property, and (iii) expenses incurred in upholding the liens and security interests granted by this Mortgage, including, without limitation, expenses of any litigation to prosecute or defend the rights and security created by this Mortgage the Lease Agreement or the other Lease Documents (all of the above in clauses (1), (2) and (3) being, collectively, referred to as the "**Mortgage Indebtedness**"), the Mortgagor hereby warrants, assigns, mortgages, conveys, hypothecates, pledges, grants a lien on and security interest in, sets over, confirms and grants with mortgage covenants unto the Mortgagee, and its successors and assigns forever, all of the estate, right, title and interest of the Mortgagor in, to and under any and all of the following described property (the "**Mortgaged Property**"), whether now owned or held or hereafter acquired:

(a) all of Mortgagor's right, title and interest in the leasehold estate and other rights in and to the Land particularly described on Exhibit A attached hereto, in and to the agreements and instruments set forth on Exhibit B attached hereto granting such rights in the Land, whether easement interests or fee interests (as amended, renewed, extended and modified, the "**Land Agreements**"), together with all rights appurtenant to the Land, including, without limitation, all of the Mortgagor's right, title and interest in and to the easements over certain other adjoining land granted by any easement agreements, covenant or restrictive agreements and all air rights, zoning rights, mineral rights, water rights, option rights, fee interests, rights-of-way, public or private, crossing rights, permits, transmission lines, telephone lines, natural gas pipelines, and other rights for utilities, access or improvements, oil and gas rights and development rights, if any, relating thereto, and also together with all of the other easements, rights, titles, strips and gores of land, liberties, tenements, privileges, interests, hereditaments and appurtenances thereunto belonging or in any way appertaining and all of the estate, right, title, interest, claim or demand whatsoever of the Mortgagor therein and in the streets, alleys, passages, sewer rights and ways adjacent thereto, either in law or in equity, in possession or expectancy, now or hereafter acquired (collectively, the "**Premises**");

(b) all of the Mortgagor's right, title and interest in and to, and its estates in and to (i) all buildings, improvements, appurtenances, structures, paving, parking areas, walkways and landscaping now or hereafter erected or located upon the Land, and (ii) all fixtures, fittings, furnishings, appliances, apparatus, goods, equipment, and machinery now or at any time hereafter located or intended to be located on the Land, whether or not located on the Land as of any particular date of determination (the "**Equipment**"), including, without limitation, all furnaces, boilers, oil burners, piping, plumbing, refrigeration, air conditioning, lighting, ventilation, disposal and sprinkler systems, elevators, motors, dynamos, cabling, underground, overhead interconnections, wind turbines and all related equipment used in

connection with such wind turbines, and (iii) all other equipment, machinery, and appliances, used at any time in the operation of the Improvements located on the Land, together with (iv) all additions to any of the foregoing and all renewals, alterations, substitutions and replacements thereof, in each case including but not limited to fixtures of every kind and type affixed to the Premises or attached to or forming part of any structures, buildings or improvements and replacements thereof now or hereafter erected or located upon the Land, if any (the property described in this clause (b), collectively, the “**Improvements**”);

(c) all of the Mortgagor’s right, title and interest in and to all fixtures, apparatus, building materials, equipment, fittings, furnishings, furniture, machinery and articles of tangible personal property of every kind and nature, and replacements thereof, now or at any time hereafter placed upon or used in any way in connection with the use, enjoyment, occupancy or operation of the Improvements or the Premises, including, but not limited to, all of the Mortgagor’s books and records relating thereto, and all apparatus, equipment, furniture, furnishings, and articles used in connection with the use or operation of the Improvements or the Premises, it being understood that the enumeration of any specific articles of property shall in no way result in or be held to exclude any items of property not specifically mentioned, if any (collectively, the “**Personal Property**”);

(d) all of the Mortgagor’s right, title and interest in and to all now or hereafter existing fee interests, leases or licenses (under which the Mortgagor is landlord or licensor) and subleases (under which the Mortgagor is sub landlord), concession, management, mineral or other agreements of a similar kind that permit the use or occupancy of the Premises or the Improvements for any purpose in return for any payment, or the extraction or taking of any gas, oil, water or other minerals from the Premises in return for payment of any fee, rent or royalty, if any (collectively, “**Leases**”), and all agreements or contracts for the sale or other disposition of all or any part of the Premises or the Improvements, now or hereafter entered into by the Mortgagor, together with all charges, fees, income, issues, profits, receipts, rents, revenues or royalties payable thereunder (“**Rents**”), if any, but nothing in this subparagraph (d) is intended to constitute the consent of the Mortgagee to the foregoing;

(e) all of the Mortgagor’s right, title and interest in and to all real estate tax refunds and all proceeds of the conversion, voluntary or involuntary, of any of the Mortgaged Property into cash or liquidated claims (“**Proceeds**”), if any, including, without limitation, Proceeds of insurance and condemnation awards, any awards that may become due by reason of the taking by eminent domain or any transfer in lieu thereof of the whole or any part of the Mortgaged Property or any rights appurtenant thereto, and any awards for change of grade of streets, together with any and all moneys now or hereafter on deposit for the payment of real estate taxes, assessments or common area charges levied against the Mortgaged Property, and unearned premiums on policies of insurance maintained by the Mortgagor covering any interest in the Mortgaged Property;

(f) all of Mortgagor’s right, title and interest, if any, in and to all general

intangibles owned by Mortgagor and to the extent relating to design, development, and management of the Premises or the Improvements, all certificates of occupancy, zoning variances, building, use or other permits, approvals, authorizations and consents obtained from and all materials prepared for filing or filed with any governmental agency in connection with the development, use, operation or management of the Premises and Improvements, all construction, service, engineering, consulting, leasing, architectural and other similar contracts concerning the design, construction, management, operation, occupancy and/or use of the Premises and Improvements, all architectural drawings, plans, specifications, soil tests, feasibility studies, appraisals, environmental studies, engineering reports and similar materials relating to any portion of or all of the Premises and Improvements, and all payment and performance bonds or warranties or guarantees relating to the Premises or the Improvements, all to the extent assignable (the “**Permits, Plans and Warranties**”);

(g) all of the Mortgagor’s right, title and interest in and to all extensions, improvements, betterments, renewals, substitutes and replacements of and all additions and appurtenances to the Land, the Premises, the Improvements, the Mortgaged Property, Permits, Plans and Warranties and the Land Agreements, hereinafter acquired by or released to the Mortgagor, or constructed, assembled or placed by the Mortgagor on the Land, the Premises or the Improvements, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, deed of Lessor, conveyance, assignment or other act by the Mortgagor, all of which shall become subject to the lien of this Mortgage as fully and completely, and with the same effect, as though now owned by the Mortgagor and specifically described herein; and

(h) all judgments, insurance proceeds, awards of damages and settlements which may result from any damage to all or any portion of the Premises or Project or any part thereof or to any rights appurtenant thereto;

(i) all compensation, awards, damages, claims, rights of action and proceeds, of or on account of (a) any damage or taking, pursuant to the power of eminent domain, of the Premises or any part thereof, (b) damage to all or any portion of the Premises or the Project by reason of the taking, pursuant to the power of eminent domain, of all or any portion of the Premises, Project or of other property, or (c) the alteration of the grade of any street or highway on or about the Premises or any part thereof; and, except as otherwise provided herein, Mortgagee is hereby authorized to collect and receive said awards and proceeds and to give proper receipts and acquittances therefor and, except as otherwise provided herein, to apply the same toward the payment of the indebtedness and other sums secured hereby; and

(j) all extensions, improvements, betterments, renewals, substitutes and replacements of and all additions and appurtenances to, the Premises, the Personal Property, and the Sub-Leases (as hereinafter defined), hereafter acquired by or released to the Mortgagor or constructed, assembled or placed by the Mortgagor on the Premises, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further deed of Lessor, mortgage, conveyance, assignment or other act by the Mortgagor, all of which shall become subject to the lien of this Mortgage as fully and completely, and with the

same effect, as though now owned by the Mortgagor and specifically described herein;

(k) Any and all leases, subleases, licenses and other occupancy agreements now or hereafter affecting and arising under the Premises, together with all security therefor and guaranties thereof and all monies payable thereunder, and all books and records owned by Mortgagor which contain evidence of payments made under such agreements and all security given therefor (collectively, the “**Sub-Leases**”), subject, however, to the conditional permission given in this Mortgage to Mortgagor to collect the Rents arising under the Sub-Leases as provided in this Mortgage; and

(l) all further estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor and/or the Mortgagee in and to any of the above.

TO HAVE AND TO HOLD the Mortgaged Property unto the Mortgagee, its successors and assigns, until such time as the Obligations are satisfied in full.

ARTICLE I

DEFINITIONS

SECTION 1.01. Capitalized Terms. All capitalized terms used but not defined in this Mortgage shall have the respective meanings assigned to such terms in the Lease Agreement and the rules of construction in the Lease Agreement shall apply hereto.

ARTICLE II

SECURITY AGREEMENT

SECTION 2.01. Fixture Filing Information. This Mortgage shall constitute both a real property mortgage and a “security agreement” within the meaning of the Uniform Commercial Code (“UCC”), as adopted in the State of Iowa. This Mortgage covers all items of the Mortgaged Property that are or become fixtures on the Land at any time prior to the termination of this Mortgage. Mortgagor by executing and delivering this Mortgage has granted and hereby grants to Mortgagee, as security for the Mortgage Indebtedness, a security interest in the Mortgaged Property to the full extent that the Mortgaged Property may be subject to the UCC (said portion of the Mortgaged Property so subject to the UCC being called in this Section the “**Collateral**”). Mortgagor hereby authorizes Mortgagee to describe the Collateral in any UCC financing statement as “all assets”, “all personal property and fixtures” of Mortgagor, or similar words. The Mortgagee is hereby appointed the true and lawful attorney-in-fact of Mortgagor and agent for the Mortgagor, and in its name, place and stead, in any and all capacities, to execute any document and to file the same in the appropriate offices (to the extent it may lawfully do so), and to perform each and every act and thing reasonably requisite and necessary to be done to perfect the security interest contemplated by this Section 2.01, provided, however, that nothing herein shall prevent Mortgagor from undertaking, prior to the exercise by the Mortgagee of the aforementioned rights, the Mortgagor’s operations in the ordinary course of business in accordance with the Land Agreements or other Lease Documents. Such

appointment of the Mortgagee as the Mortgagor's attorney-in- fact is coupled with an interest and hence irrevocable. The Mortgagor shall reimburse the Mortgagee for any advances or reasonable expenditures that the Mortgagee makes or incurs in performing any such obligation or exercising any such right of the Mortgagor. Nothing in this paragraph shall impose any obligation or duty on the Mortgagee.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

SECTION 3.01. The Mortgagor does hereby represent and warrant as follows:

(a) The Mortgagor is duly organized and validly existing under the laws of the jurisdiction of its organization, and all required actions have been taken and completed to duly authorize, execute, deliver and perform this Mortgage.

(b) The Mortgagor is authorized and has power under the laws of the State of Iowa to enter into this Mortgage and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Mortgage. The execution, delivery and performance of this Mortgage, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Mortgage will not conflict with or violate or constitute a breach of or a default under the terms, conditions or provisions of the Mortgagor's organizational documents or agreements or any other restriction of any law, rule, regulation or order of any court or other authority, or any contractual limitation or restriction or outstanding indenture, deed of Lessor, mortgage, loan agreement or other evidence of indebtedness or any other agreement or instrument to which the Mortgagor is a party or by which it or any of its property is bound. The discharge and performance of all covenants and obligations on the part of Mortgagor to be performed under and pursuant to this Mortgage shall not conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any of the foregoing, or result in the creation or imposition of any lien (other than Permitted Liens) of any nature upon any of the property of the Mortgagor under the terms of any of the foregoing, and this Mortgage is a legal, valid and binding obligation of the Mortgagor enforceable in accordance with its terms. No consent, approval or authorization of, or filing, registration or qualification with, any governmental or public authority on the part of the Mortgagor (which has not been obtained or completed) is required as a condition to the execution, delivery or performance of this Mortgage by the Mortgagor.

(c) Mortgagor has a good and marketable leasehold estate and/or easement interests in the Mortgaged Property. This Mortgage shall constitute a first lien mortgage on the Mortgaged Property.

(d) Mortgagor is lawfully seized and possessed of, and has a valid, subsisting leasehold estate and/or easement interests in the Mortgaged Property, subject only to Permitted Liens.

(e) The execution and delivery of this Mortgage by the Mortgagor does not constitute a “fraudulent conveyance” within the meaning of Title 11 of the United States Code as now constituted or under any other applicable statute, and no bankruptcy or insolvency proceedings are pending or contemplated by or against the Mortgagor.

ARTICLE IV

COVENANTS; PERFORMANCE AND COMPLIANCE

SECTION 4.01. Mortgagor Covenants. The Mortgagor covenants to faithfully observe, comply with and perform, or cause to be observed, complied with and performed, at all times, any and all covenants, undertakings, stipulations and provisions on the Mortgagor’s part to be observed or performed contained in this Mortgage. Nothing in this paragraph shall impose any obligation or duty on the Mortgagee.

SECTION 4.02. Compliance with Legal Requirements. The Mortgagor shall, at all times prior to the termination of this Mortgage, promptly and fully comply in all material respects with all (1) legal requirements applicable to it or its Project, (2) covenants, conditions and restrictions of record relating to the ownership, use, operation or leasing of the Mortgaged Property, (3) covenants, conditions and restrictions set forth in any document or instrument of which Mortgagor has knowledge and that creates a mortgage, security interest, lien or charge upon all or any portion of the Mortgaged Property, and (4) policies of insurance held by Mortgagor or its affiliates at any time in force with respect to the Mortgaged Property.

SECTION 4.03. Recording of Mortgage and Filing of Security Instruments. The Mortgagor shall, at the sole cost and expense of the Mortgagor, cause this Mortgage and all supplements hereto, together with all other security instruments and financing statements, to be recorded and filed, as the case may be, in such manner and in such places as may be reasonably requested by the Mortgagee pursuant to the UCC. Without limiting the foregoing, the Mortgagor hereby irrevocably appoints the Mortgagee as attorney-in-fact for the Mortgagor to, or cause to, execute, deliver and file at the Mortgagor’s sole cost and expense such instruments as are described in this Section 4.03 hereof for and on behalf of the Mortgagor without the necessity of the signature of the Mortgagor or anyone claiming under or through the Mortgagor. Such appointment of the Mortgagee as the Mortgagor’s attorney-in-fact is coupled with an interest and hence irrevocable. The Mortgagor shall reimburse the Mortgagee for any advances or reasonable expenditures that the Mortgagee makes or incurs in performing any such obligation or exercising any such right of the Mortgagor. Nothing in this paragraph shall impose any obligation or duty on the Mortgagee.

SECTION 4.04. Mortgagor to Record and File. Subsequent to the initial recording of this Mortgage by the Mortgagor, the Mortgagor shall, from time to time if required by applicable law, cause this Mortgage and all other security instruments creating a lien or evidencing the lien hereof upon the Mortgaged Property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect, preserve and perfect the lien hereof upon, and the interest of the Mortgagee in the Mortgaged Property. The Mortgagor

shall pay, and shall protect, defend, indemnify and hold harmless the Mortgagee and its successors and assigns and beneficiaries from and against any and all liability incurred by reason of all filing, registration and recording fees and other charges, all recording taxes, if any, all costs and expenses incident to the preparation, execution and acknowledgement of this Mortgage, any mortgage supplemental hereto, any security instrument with respect to the Mortgaged Property and any instrument of further assurance, and all Federal, State, county and municipal taxes, if any, duties, imposts, assessments and other charges arising out of or in connection with the execution, delivery and/or filing or recording of this Mortgage, any supplement hereto, any security instrument with respect to the Mortgaged Property or any instrument of further assurance, in each case except to the extent resulting from the gross negligence or willful act or omission of Mortgagee or its agents, employees, directors or representatives. Further, this Mortgage shall be re-recorded and re-indexed by Mortgagee whenever in the reasonable opinion of the Mortgagee such action is necessary to preserve the lien and security interest hereof. Upon the request of Mortgagee, any such re-recordings, re-indexings, filings and re-filings shall be prepared by the Mortgagor and delivered to Mortgagee accompanied by any requisite fees or charges.

SECTION 4.05. The Land Agreements. In consideration thereof, and in order to more fully protect and preserve the security of this Mortgage, Mortgagor represents, warrants, covenants and agrees as follows:

(a) Each Land Agreement is a valid and subsisting lease of that portion of the Premises demised thereunder for the term therein set forth, is in full force and effect in accordance with the terms thereof, and has not been modified except as expressly set forth herein. To the best of Mortgagor's knowledge, no material default exists and no event or act has occurred and no condition exists which with the passage of time or the giving of notice or both would constitute a default under such Land Agreements.

(b) Without the prior written consent of Mortgagee, Mortgagor shall not modify, amend, or agree to modify or amend, or in any way alter the terms of the Land Agreements if such modification, amendment or alteration would increase the monetary obligations of the Mortgagor under the Land Agreements in any material respect or otherwise be adverse in any material respect to the interests of Mortgagee or the value of the Mortgaged Property. Except to the extent permitted under the Land Agreements, without the prior written consent of Mortgagee, Mortgagor shall not (i) in any way cancel, release, terminate, surrender or reduce the term of the Land Agreements, (ii) fail to exercise any option to renew or extend the term of the Land Agreements, (iii) waive, excuse, condone or in any way release or discharge the landlord under the Land Agreements of or from any of the material obligations, covenants, conditions and agreements by said landlord to be done and performed and (iv) without obtaining a non-disturbance and attornment agreement in a form approved by the Mortgagee in its sole discretion, consent to the subordination of the Land Agreements to any mortgage. Any attempt on the part of Mortgagor to do any of the foregoing without such written consent of Mortgagee shall be null and void and of no effect.

(c) Mortgagor shall at all times promptly and faithfully keep and perform in all material respects, or cause to be kept and performed in all material respects, all the covenants

and conditions contained in the Land Agreements by the lessee therein to be kept and performed and shall in all material respects conform to and comply with the terms and conditions of the Land Agreements and Mortgagor further covenants that it shall not do or permit anything to be done, the doing of which, or refrain from doing anything, the omission of which, shall impair the security of this Mortgage or would be reasonably expected to constitute a default under the Land Agreements.

(d) Mortgagor shall give Mortgagee prompt notice in writing of any default on the part of the landlord under any Land Agreements of which Mortgagor has knowledge or of the receipt by Mortgagor of any notice of default from the landlord thereunder by providing to Mortgagee a copy of any such notice received by Mortgagor from such landlord and this shall be done without regard to the fact that Mortgagee may be entitled to such notice directly from the landlord. Mortgagor shall promptly notify Mortgagee of any default under the Land Agreements by landlord or giving of any notice by the landlord to Mortgagor of such landlord's intention to end the term thereof. Mortgagor shall furnish to Mortgagee promptly upon Mortgagee's request any and all information concerning the performance by Mortgagor of the covenants of the Land Agreements and shall permit Mortgagee or its representative at all reasonable times, upon reasonable notice, to make investigation or examination concerning the performance by Mortgagor of the covenants of the Land Agreements. Mortgagor shall deliver to Mortgagee a copy of any written notice, written communication, written plan, written specification or other written instrument or document received or given by Mortgagor in any way relating to or affecting the Land Agreements that concerns or affects the estate of the landlord or the tenant in or under the Land Agreements or the property leased thereby in any material respect.

(e) Notwithstanding any other provision of this Mortgage, Mortgagee may (but shall not be obligated to), on ten (10) days' written notice to Mortgagor, take any such action Mortgagee deems necessary or desirable to cure, in whole or in part, any failure of compliance by Mortgagor under the Land Agreements; and upon the receipt by Mortgagee from Mortgagor or the landlord under the Land Agreement of any written notice of default by Mortgagor as the lessee thereunder, Mortgagor may rely thereon, and such notice shall constitute full authority and protection to Mortgagee for any action taken or omitted to be taken in good faith reliance thereon. All sums, including, without limitation, reasonable attorneys' fees, so expended by the Mortgagee to cure or prevent any such default, or expended to sustain the lien of this Mortgage or its priority, shall be deemed secured by this Mortgage and shall be paid by the Mortgagor on demand, with interest accruing thereon (commencing five days after such amount is due and continuing until paid) at the highest rate per annum applicable to the Obligations and/or the Mortgage Indebtedness or the maximum rate per annum payable under applicable law, whichever is lower (the "**Interest Rate**"). Mortgagor hereby expressly grants to Mortgagee (subject to the terms of the Land Agreements), and agrees that Mortgagee shall have, upon the occurrence and during the continuation of a default under the Land Agreements, the absolute and immediate right to enter in and upon the Land and the Improvements or any part thereof to such extent and as often as Mortgagee, in its discretion, deems necessary or desirable in order to cure any such default or alleged default by Mortgagor.

(f) Upon the occurrence and during the continuance of any Event of Default, all options, election, consents and approval rights conferred upon Mortgagor as lessee under the Land Agreements, together with the right of termination, cancellation, modification, change, supplement, alteration or amendment of the Land Agreements, all of which have

been assigned for collateral purposes to Mortgagee, shall automatically vest exclusively in and be exercisable solely by Mortgagee.

(g) Mortgagor shall give Mortgagee prompt written notice of the commencement of any arbitration or appraisal proceeding under and pursuant to the provisions of the Land Agreements. Following the occurrence and during the continuance of an Event of Default, Mortgagee shall have the right, but not the obligation, to intervene and participate in any such proceeding and Mortgagor shall confer with Mortgagee to the extent which Mortgagee deems necessary for the protection of Mortgagee. Following the occurrence and during the continuance of an Event of Default, Mortgagor may compromise any dispute or approval which is the subject of an arbitration or appraisal proceeding with the prior written consent of Mortgagee which approval will not be unreasonably withheld or delayed.

(h) So long as this Mortgage is in effect, there shall be no merger of the Land Agreements or any interest therein, or of the leasehold estate created thereby, with the fee estate in the Land or any portion thereof by reason of the fact that the Land Agreements or such interest therein may be held directly or indirectly by or for the account of any person who shall hold the landlord's fee estate in the Land or any portion thereof or any interest of the landlord under the Land Agreements. In case the Mortgagor acquires fee title to the Land, this Mortgage shall attach to and cover and be a lien upon the fee title acquired, and such fee title shall, without further assignment, mortgage or conveyance, become and be subject to the lien of and covered by this Mortgage. Mortgagor shall notify Mortgagee of any such acquisition and, on written request by Mortgagee, shall cause to be executed and recorded all such other and further assurances or other instruments in writing as may in the reasonable

opinion of Mortgagee be necessary or appropriate to effect the intent and meaning hereof and shall deliver to Mortgagee an endorsement to Mortgagee's loan title insurance policy insuring that such fee title or other estate is subject to the lien of this Mortgage.

(i) If any action or proceeding shall be instituted to evict Mortgagor or to recover possession of any leasehold parcel or any part thereof or interest therein or any action or proceeding otherwise affecting the Land Agreements or this Mortgage shall be instituted, then Mortgagor shall, immediately upon service thereof on or to Mortgagor, deliver to Mortgagee a notice of motion, order to show cause and of all other provisions, pleadings, and papers, however designated, served in any such action or proceeding.

SECTION 4.06. Bankruptcy.

(a) The lien of this Mortgage shall attach to all of Mortgagor's rights and remedies at any time arising under or pursuant to Subsection 365(h) of the Bankruptcy Code, 11 U.S.C. 365(h), as the same may hereafter be amended (the "**Bankruptcy Code**"), including, without limitation, all of Mortgagor's rights to remain in possession of each leasehold parcel.

(b) Effective upon the occurrence and during the continuance of an Event of Default, to the extent allowed by applicable law and to the extent assignable, Mortgagor

hereby unconditionally assigns, transfers and sets over to Mortgagee all of Mortgagor's claims and rights to the payment of damages arising from any rejection of the Land Agreements by the landlord or any other fee owner of any leasehold parcel or any portion thereof under the Bankruptcy Code. Mortgagee shall have the right to proceed in its own name or in the name of Mortgagor in respect of any claim, suit, action or proceeding relating to the rejection of the Land Agreements, including, without limitation, the right to file and prosecute, without joining or the joinder of Mortgagor, any proofs of claim, complaints, motions, applications, notices and other documents, in any case with respect to the landlord or any fee owner of all or a portion of any leasehold parcel under the Bankruptcy Code. This assignment constitutes a present, irrevocable and unconditional assignment of the foregoing claims, rights and remedies, and shall continue in effect until all of the Mortgage Indebtedness shall have been satisfied and discharged in full. Any amounts received by Mortgagee as damages arising out of the rejection of the Land Agreements as aforesaid shall be applied first to all costs and expenses of Mortgagee (including, without limitation, reasonable attorneys' fees) incurred in connection with the exercise of any of its rights or remedies under this paragraph. Mortgagor shall promptly make, execute, acknowledge and deliver, in form and substance satisfactory to Mortgagee, a UCC financing statement (Form UCC 1) and all such additional instruments, agreements and other documents, as may at any time hereafter be required by Mortgagee to effectuate and carry out the assignment pursuant to this paragraph.

(c) If pursuant to Subsection 365(h)(2) of the Bankruptcy Code, 11 U.S.C. § 365(h)(2), Mortgagor shall seek to offset against the rent reserved in the Land Agreements the amount of any damages caused by the nonperformance by the landlord or any fee owner of any of their respective obligations under such Land Agreements after the rejection by the landlord or any fee owner of such Land Agreements under the Bankruptcy Code, then Mortgagor shall, prior to effecting such offset, notify Mortgagee of its intent to do so, setting forth the amount proposed to be so offset and the basis therefor. Mortgagee shall have the right to object to all or any part of such offset that, in the reasonable judgment of Mortgagee, would constitute a breach of such Land Agreements, and in the event of such objection, Mortgagor shall not affect any offset of the amounts so objected to by Mortgagee. Neither Mortgagee's failure to object as aforesaid nor any objection relating to such offset shall constitute an approval of any such offset by Mortgagee.

(d) If any action, proceeding, motion or notice shall be commenced or filed in respect of the landlord or any fee owner of any leasehold parcel, or any portion thereof or interest therein, or the Land Agreements in connection with any case under the Bankruptcy Code, then Mortgagee shall have the option, exercisable upon written notice from Mortgagee to Mortgagor, to conduct and control any such litigation with counsel of Mortgagee's choice. Mortgagee may proceed in its own name or in the name of Mortgagor in connection with any such litigation, and Mortgagor agrees to execute any and all powers, authorizations, consents or other documents required by Mortgagee in connection therewith. Mortgagor shall, upon demand, pay to Mortgagee all reasonable costs and expenses (including, without limitation, attorneys' fees) paid or incurred by Mortgagee in connection with the prosecution or conduct of any such proceedings. Mortgagor shall not commence any action, suit, proceeding or case, or file any application or make any motion, in respect of the Land Agreements in any such case under Bankruptcy Code without the

prior written consent of Mortgagee.

(e) Mortgagor shall, after obtaining knowledge thereof, promptly notify Mortgagee of any filing by or against the landlord or fee owner of any leasehold parcel of a petition under the Bankruptcy Code. Mortgagor shall promptly deliver to Mortgagee, following receipt, copies of any and all notices, summonses, pleadings, applications and other documents received by Mortgagor in connection with any such petition and any proceedings relating thereto.

(f) If there shall be filed by or against Mortgagor a petition under the Bankruptcy Code and Mortgagor, as lessee under a Land Agreement, shall determine to reject such Land Agreement pursuant to Section 365(a) of the Bankruptcy Code, then Mortgagor shall give Mortgagee not less than twenty (20) days' prior notice of the date on which Mortgagor shall apply to the Bankruptcy Court for authority to reject such Land Agreements. Mortgagee shall have the right, but not the obligation, to serve upon Mortgagor within such twenty (20) day period a notice stating that Mortgagee demands that Mortgagor assume and assign such Land Agreement to Mortgagee pursuant to Section 365 of the Bankruptcy Code. If Mortgagee shall serve upon Mortgagor the notice described in the preceding sentence, Mortgagor shall not seek to reject such Land Agreements and shall comply with the demand provided for in the preceding sentence.

(g) Effective upon the entry of an order for relief with respect to Mortgagor under the Bankruptcy Code, Mortgagor hereby assigns and transfers to Mortgagee a non-exclusive right to apply to the Bankruptcy Court under subsection 365(d)(4) of the Bankruptcy Code for an order extending the period during which the Land Agreements may be rejected or assumed.

SECTION 4.07. Indemnity. The Mortgagor shall, and does hereby agree to, indemnify and hold the Mortgagee harmless of and from any and all liability, loss or damage which the Mortgagor incurs under or by reason of this Mortgage as a result of claims or demands asserted against the Mortgagor by a third party resulting from or in connection with any alleged obligations or undertakings on Mortgagor's part to perform or discharge any of the terms, covenants or agreements contained herein, other than as a result of Mortgagee's gross negligence or willful misconduct. Should the Mortgagee incur any such liability, loss or damage hereunder or under or by reason of this Mortgage, or in the defense of any such claims or demands, the reasonable amount thereof, including, without limitation, reasonable costs, expenses and reasonable attorneys' fees, shall be secured hereby, and the Mortgagor shall reimburse the Mortgagee therefor promptly upon demand.

ARTICLE V

REPAIRS, REAL ESTATE TAXES, INSURANCE, CONDEMNATION AND IMPOSITIONS

SECTION 5.01. Repair and Maintenance. The Mortgagor shall, at all times during the term of this Mortgage, (A) keep the Mortgaged Property in all material respects in good condition and repair and preserve the same against waste, loss, and damage, ordinary wear and

tear excepted; (B) make all necessary repairs and replacements to the Mortgaged Property or any part thereof (whether ordinary or extraordinary, structural or nonstructural, foreseen or unforeseen); and (C) not permit the Mortgaged Property to become deserted or abandoned. Except in compliance with the Lease Agreement, no building or other improvement on the Mortgaged Property comprising any part of the Project shall be structurally altered, removed or demolished without the prior written consent of Mortgagee, such consent not to be unreasonably withheld, nor shall any Mortgaged Property necessary to the Project be permanently removed at any time without consent unless actually replaced by an article of equal suitability and at least equal value owned by Mortgagor, free and clear of any security interest or any reservation of title thereto, and by such removal and replacement, Mortgagor shall be deemed to have subjected such other equipment to this Mortgage or the security interest granted pursuant to this Mortgage.

SECTION 5.02. Insurance. At all times throughout the term of this Mortgage, the Mortgagor shall keep, or shall cause the Landlord to keep, the Mortgaged Property insured to the extent required by the Lease Agreement. Simultaneously with the execution of this Mortgage, and within ten (10) days of request therefor by the Mortgagee, the Mortgagor shall deliver certificates of insurance or other proof acceptable to the Mortgagee that such insurance has been and is being maintained. To the extent provided in the Lease Agreement, the Mortgagor shall give the Mortgagee prompt notice of any loss covered by insurance and the Mortgagee shall have the right to join the Mortgagor in adjusting any loss.

SECTION 5.03. Taxes. The Mortgagor shall pay or cause to be paid, as the same respectively become due, all taxes (including, but not limited to, ad valorem taxes), assessments, water and sewer rents and charges and all license or permit fees, levies and governmental charges, payments in lieu of any of the foregoing, several or special, ordinary or extraordinary, foreseen or unforeseen, of any kind or nature whatsoever, which are or may be charged, assessed, levied, confirmed or imposed upon, against or with respect to the Mortgaged Property.

SECTION 5.04. Eminent Domain. In the event that the whole or any part of the Mortgaged Property shall be taken by eminent domain, or in the event of any alteration of the grade of any street or highway, or of any other injury to or decrease in value of the Mortgaged Property, or the reacquisition of the whole or any part of the Mortgaged Property pursuant to the terms of any redevelopment plan or agreement affecting the Mortgaged Property, or if any agreement shall be made between Mortgagor and any entity vested with the power of eminent domain, any awards and payments on account thereof received by Mortgagor shall be deposited with Mortgagee, Mortgagor shall give Mortgagee prompt notice of the actual or threatened commencement of the foregoing proceedings, and shall deliver to Mortgagee copies of all papers served on Mortgagor in connection with any such proceedings. Mortgagee shall have the right to intervene and participate in any proceedings for and in connection with any such taking, unless such intervention shall be prohibited by the court having jurisdiction over such taking, in which event Mortgagor shall consult with Mortgagee in connection with such proceedings; and Mortgagor shall not enter into any agreement with regard to the Mortgaged Property or any award of payment on account thereof unless Mortgagee shall have consented thereto in writing, which consent will not be unreasonably withheld.

SECTION 5.05. Ownership; Instruments of Further Assurance. At the written

direction of the Mortgagee, the Mortgagor, at its sole cost and expense, shall defend the title to its interest in and to the Mortgaged Property and every part thereof for the benefit of the Mortgagee, and the Mortgagor shall warrant and defend such title against the claims and demands of all persons and entities whomsoever. The Mortgagor covenants and agrees that (at its sole cost and expense):

(a) it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered such supplements hereto and such further acts, instruments and transfers as the Mortgagee may reasonably require for (i) the better assuring, transferring, conveying, pledging, assigning and confirming unto the Mortgagee all and singularly the title to its respective interest in and to the Mortgaged Property, (ii) carrying out the intention of or facilitating the performance of the provisions of this Mortgage, and (iii) filing, registering, or recording this Mortgage; and

(b) on demand, the Mortgagor shall execute and deliver, and hereby authorizes the Mortgagee to execute and deliver, in the name of the Mortgagor, to the extent the Mortgagee may lawfully do so, one or more financing statements, chattel mortgages or other comparable security instruments to evidence more effectively the lien hereof upon the Mortgaged Property and to file such financing statements, chattel mortgages or other comparable security instruments, with or without the signature of the Mortgagor, in all public offices where such filing may be necessary or desirable in order to preserve, protect and perfect the lien of this Mortgage on the Mortgaged Property. The Mortgagor hereby appoints the Mortgagee as its true and lawful attorney-in-fact and agent for the Mortgagor, and, in the Mortgagor's name, place and stead, in any and all capacities, to perform each and every act and contemplated by this Section 5.05. Such appointment of the Mortgagee as the Mortgagor's attorney-in-fact is coupled with an interest and hence irrevocable. The Mortgagor shall reimburse the Mortgagee for any advances or expenditures that the Mortgagee makes or incurs in performing any such obligation or exercising any such right of the Mortgagor. Nothing in this paragraph shall impose any obligation or duty on the Mortgagee.

ARTICLE VI

PROTECTIVE ACTION

SECTION 6.01. Reimbursement of Costs to Defend. If any action or proceeding be commenced (except an action pursuant to this Mortgage between Mortgagee and Mortgagor), to which action or proceeding the Mortgagee is made a party, or in which it becomes necessary to defend or uphold the lien of this Mortgage, all reasonable sums paid by the Mortgagee for the expense of any litigation to prosecute or defend the rights and lien created by this Mortgage (including, without limitation, reasonable attorneys' fees and all costs and disbursements incurred in connection with such litigation) shall be paid by the Mortgagor, and any such sum shall be a lien on the Mortgaged Property prior to any right, title to, interest in or claim upon the Mortgaged Property attaching or accruing subsequent to the lien of this Mortgage, and shall be deemed to be secured by this Mortgage. In any action or proceeding to foreclose this Mortgage, the provisions of law respecting the recovery of costs, disbursements and allowance shall apply unaffected by this covenant.

ARTICLE VII

AFTER-ACQUIRED PROPERTY

SECTION 7.01. After-Acquired Property. All right, title and interest of the Mortgagor in and to all improvements, betterments, renewals, substitutions and replacements of, and all additions, accessions and appurtenances to, the Mortgaged Property, or any part thereof, hereafter acquired, constructed, assembled or placed by or at the direction of the Mortgagor on or in the Mortgaged Property, and all conversions and proceeds of the security constituted thereby, immediately upon such acquisition, construction, assembly, placement or conversion, as the case may be, and in each such case without any further mortgage, conveyance or assignment or other act of the Mortgagor, shall become subject to the lien of this Mortgage as fully and completely, and with the same force and effect, as though now owned by the Mortgagor and specifically described in the Granting Clauses hereof, but at any and all times the Mortgagor (at the sole cost and expense of the Mortgagor), on demand, will execute, acknowledge and deliver to the Mortgagee, and will cause to be recorded or filed, any and all such further assurances and mortgages, conveyances or assignments thereof as the Mortgagee may reasonably require for the purposes of expressly and specifically subjecting the same to the lien of this Mortgage.

ARTICLE VIII

ADDITIONAL TAXES OR CHARGES

SECTION 8.01. New Laws. If any law or ordinance is enacted or adopted that imposes a tax (other than an income tax) either directly or indirectly on this Mortgage, the Mortgagor will pay such tax when due, together with all interest and penalties accrued or assessed thereon, if any, directly to the Mortgagee. If at any time the United States of America, any state thereof or any governmental subdivision of any such state shall require revenue or other stamps to be affixed to this Mortgage, the Mortgagor agrees to pay for the same with interest and penalties accrued or assessed thereon, if any.

SECTION 8.02. Changes in Taxation. In the event of the passage after the date of this Mortgage of any law deducting from the value of real property for the purpose of taxation, the amount of any lien or other encumbrance thereon or changing in any way the law governing the taxation of mortgages or debts secured by mortgages (including, without limitation, the manner of the collection of any such taxes), and imposing a tax, either directly or indirectly on this Mortgage, the Obligations and/or the Mortgage Indebtedness, and/or any instrument evidencing the Obligations and/or the Mortgage Indebtedness, the Mortgagor shall pay and indemnify Mortgagee against any tax imposed as a result of any such law within the statutory period or within thirty (30) days after demand by the Mortgagee, whichever is less.

ARTICLE IX

RESERVED

ARTICLE X

REMEDIES

SECTION 10.01. Available Actions. An Event of Default (as defined in the Lease Agreement) and after giving effect to any cure period set forth therein) shall constitute an Event of Default under this Mortgage. Upon the occurrence and during the continuance of an Event of Default, the Mortgagee may, but shall not be obligated to, in addition to any other rights or remedies available to it hereunder, at law, in equity or elsewhere, take such action, without notice, presentment, protest or demand (all of which are hereby waived), with or without entry or taking possession of the Mortgaged Property, as it deems advisable in its sole discretion, subject to applicable law, to protect and enforce its rights against the Mortgagor in and to the Mortgaged Property, including, without limitation, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as the Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of the Mortgagee:

(a) enter into or upon the Mortgaged Property, either personally or by its agents, nominees, designees or attorneys, and dispossess the Mortgagor and its employees, agents, tenants, subtenants and licensees therefrom, and thereupon the Mortgagee may exercise all rights and powers of the Mortgagor with respect to the Mortgaged Property as may be necessary or desirable to protect the Mortgagee's interest in the Mortgaged Property, whether in the name of the Mortgagor or otherwise, including, without limitation, the right to evict tenants, subtenants, licensees and other occupants of the Mortgaged Property, including, without limitation, the Mortgagor.

(b) with or without entry into or upon the Mortgaged Property, to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Mortgage in respect of the portion of the Obligations and/or the Mortgage Indebtedness then due and payable, subject to the continuing lien of this Mortgage in respect of the balance of the Obligations and/or the Mortgage Indebtedness not then due and payable;

(c) without entry, institute proceedings to foreclose the lien of this Mortgage against all or, from time to time, any part of the Mortgaged Property and to have the same sold under the judgment or decree of a court of competent jurisdiction to the highest bidder, at public sale, subject to statutory and other legal requirements, if any, including, without limitation, all right, title and interest, claim and demand therein and thereto and all right of redemption thereof, in each case of the Mortgagor and the Mortgageor;

(d) to the extent allowed by applicable law, sell, assign or transfer the Mortgaged Property or any part thereof and all estate, claim, demand, right, title and interest

of the Mortgagor and/or the Mortgagor therein and right of redemption thereof pursuant to the power of sale or otherwise, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law (provided that ten (10) days' notice of sale of the Mortgaged Property shall be deemed reasonable notice) for such price and form of consideration as the Mortgagee may determine or as may be required by law;

(e) take all actions and exercise all rights and remedies permitted under the UCC;
or

(f) institute an action, suit or proceeding in equity for the specific performance of
any covenant, condition or agreement contained herein; and/or pursue such other rights and remedies as the Mortgagee may have under at law or in equity.

SECTION 10.02. Recovery of Costs. Mortgagee shall be entitled to collect all costs and expenses incurred by it in connection with this Mortgage to the extent allowed by applicable law, including, without limitation, reasonable attorneys' fees, costs of documentary evidence, abstracts, title reports, and statutory costs. The rights and remedies of Mortgagee specified in this Mortgage shall be in addition to Mortgagee's rights and remedies under applicable law.

SECTION 10.03. Waiver and Non-Waiver of Event of Default. The failure of the Mortgagee to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Mortgage. The Mortgagor shall not be relieved of its obligations hereunder by reason of (1) the release, regardless of consideration, of the whole or any part of the Mortgaged Property; or (2) any agreement or stipulation by the Mortgagee, as the case may be, extending the time of payment or otherwise modifying or supplementing the terms of this Mortgage, the Lease Agreement or any of the other Lease Documents. The Mortgagee may resort for the payment of the Mortgage Indebtedness to any other security held by the Mortgagee pursuant to the Security Documents in such order and manner as the Mortgagee, in its discretion, may elect. The Mortgagee may take action to recover the Mortgage Indebtedness, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of the Mortgagee thereafter to foreclose this Mortgage. The rights of the Mortgagee under this Mortgage shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of the Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision. No waiver of any right of the Mortgagee shall be effective unless it is in writing signed by an officer of the Mortgagee.

ARTICLE XI

FORECLOSURE

SECTION 11.01. Sale of Mortgaged Property. To the extent allowed by applicable law, this Mortgage is made with the statutory power of sale, if any. In the event of any conflict between the terms and provisions contained in this Mortgage and the statutory power of sale, the statutory power of sale shall govern and control. In the case of a foreclosure sale or pursuant to any order in any judicial proceeding or otherwise, the Mortgaged Property may be sold as an entirety in one parcel (or as one integrated unit) or separate parcels (or one or

more of the interests comprising the Mortgaged Property separately from the others) in such manner or order as the Mortgagee, in its sole and absolute discretion, may elect, subject to and in accordance with applicable law.

SECTION 11.02. Adjournment. To the extent allowed by applicable law, the Mortgagee may adjourn from time to time any foreclosure sale to be made under or by virtue of this Mortgage by announcement at the time and place appointed for such sale or for such adjourned sale or sales and, except as otherwise provided by any applicable provision of law, the Mortgagee, without further notice or publication, may prosecute such sale in court at the time and place to which the same shall be so adjourned as the same may be so ordered.

SECTION 11.03. Delivery of Deed. Upon the completion of any foreclosure sale, an officer of any court empowered to do so shall execute and deliver to the accepted purchaser or purchasers a good and sufficient instrument, or good and sufficient instruments, granting, conveying, assigning and transferring all estate, right, title and interest in and to the property and rights sold.

SECTION 11.04. Mortgagee May Buy. To the extent allowed by applicable law, upon any sale made under or by virtue of the foreclosure of this Mortgage, the Mortgagee may bid for and acquire the Mortgaged Property or any part thereof and, in lieu of paying cash therefor, may make settlement for the purchase price by crediting upon the Mortgage Indebtedness the net sales price after deducting therefrom the expenses of the sale and the costs of the action and any other sums that the Mortgagee is entitled to receive under the Mortgage Indebtedness, together with interest and late charges thereon.

SECTION 11.05. No Impact on Lien. To the extent allowed by applicable law, no recovery of any judgment by the Mortgagee and no levy of an execution under any judgment upon the Mortgaged Property or upon any other property of the Mortgagor shall affect in any manner or to any extent the lien of this Mortgage upon the Mortgaged Property or any part thereof, or any liens, rights, powers or remedies of the Mortgagee hereunder, but such liens, rights, powers and remedies of the Mortgagee shall continue unimpaired.

SECTION 11.06. Application of Proceeds. The proceeds of any sale made under or by virtue of this Article XI shall be applied as follows:

- (a) First: To payment of the reasonable costs and expenses of any such sale, including, without limitation, reasonable out-of-pocket costs of the Mortgagee, its agents and counsel, and of any judicial proceedings wherein the same may be made;
- (b) Second: To the payment of the Mortgage Indebtedness, together with interest and late charges thereon;
- (c) Third: To the payment of any and all other sums secured by this Mortgage;
and
- (d) Fourth: As otherwise provided for under the Collateral Agency Agreement;

(e) Fifth: The surplus, if any, to the Mortgagor or its designee.

SECTION 11.07. No Extinguishment. To the extent allowed by applicable law, one or more exercises of the powers herein granted shall neither extinguish nor exhaust such powers until all of the Mortgaged Property is sold or the Obligations and the Mortgage Indebtedness secured hereby are paid in full or otherwise provided for in accordance with their terms.

ARTICLE XII

NO MERGER

SECTION 12.01. It is the intention of the parties that if the Mortgagee shall now or hereafter acquire title to all or any portion of the Mortgaged Property, or any interest therein or lien thereon under any other mortgage or instrument, then, and until the Obligations and the Mortgage Indebtedness and all interest and late charges thereon have been paid in full or otherwise discharged or satisfied in accordance with their terms, the interest of the Mortgagee hereunder and the lien created by this Mortgage shall not merge or become merged in or with the estate and interest of the Mortgagee as the holder of title to all or any portion of the Mortgaged Property.

ARTICLE XIII

NO RIGHT OR REMEDY EXCLUSIVE

SECTION 13.01. No Exclusive Remedy. No right or remedy conferred upon or reserved to the Mortgagee hereunder is or shall be deemed to be exclusive of any other available rights or remedies, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Mortgage, under the Lease Agreement or any of the other Lease Documents or now or hereafter existing at law or in equity. Each such right or remedy shall be distinct, separate and cumulative, shall not be deemed to be inconsistent with or in exclusion of any other available rights or remedies, may, to the fullest extent permitted by applicable law, be exercised in the discretion of the Mortgagee at any time, in any manner, and in any order, and shall be in addition to and separate and distinct from every other right or remedy given to the Mortgagee under this Mortgage, under the Lease Agreement or any of the other Lease Documents or now or hereafter existing at law or in equity. Without limiting the generality of the foregoing, the Mortgagee shall have the right to exercise any available remedy provided hereunder to recover any amount due and payable hereunder without regard to whether any other amount is due and payable hereunder, and without prejudice to the Mortgagee to exercise any available remedy provided hereunder for other Events of Default existing hereunder at the time the earlier action was commenced. In order to entitle the Mortgagee to exercise any remedy reserved to it in Article X, it shall not be necessary to give any notice, other than such notice as may be expressly required in this Mortgage and as is required under applicable law.

ARTICLE XIV

DELAY NOT TO CONSTITUTE WAIVER

SECTION 14.01. No Waiver. Any delay, omission or failure by the Mortgagee to insist upon the strict performance by the Mortgagor of any of the covenants, conditions and agreements herein set forth to be performed by it or to exercise any right or remedy available to the Mortgagee upon the occurrence and during the continuation of any Event of Default hereunder shall not impair any such right or remedy or be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce compliance by the Mortgagor with all of the covenants, conditions and agreements herein to be performed by the Mortgagor, or of the right to exercise any such rights or remedies if such Event of Default be continued or repeated. Any forbearance to exercise any right or remedy of the Mortgagee or any withdrawal or abandonment of the Mortgagee of any of its rights or remedies in any one circumstance shall not be construed as a waiver of any rights or remedies of the Mortgagee hereunder. The rights and remedies of the Mortgagee expressed and contained in this Mortgage are cumulative, and none of them shall be deemed to be exclusive of any other. To the extent permitted by applicable law, the election of one or more rights or remedies shall not be deemed to be an election of remedies under any statute, rule, regulation or case law.

ARTICLE XV

MARSHALING

SECTION 15.01. To the fullest extent permitted by applicable law, the Mortgagor waives and releases any right to have the Mortgaged Property marshaled, or to a sale in inverse order of alienation upon any foreclosure thereof.

ARTICLE XVI

ACTIONS AND PROCEEDINGS

SECTION 16.01. The Mortgagee shall have the right to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to bring any action or proceeding that the Mortgagee, in its discretion, reasonably determines to be brought to preserve and protect the lien of this Mortgage. The Mortgagee shall further have the right, from time to time, to sue to collect any sums required to be paid under the terms of this Mortgage, as the same become due, without regard to whether or not any other sums secured by this Mortgage shall then be due and without prejudice to the right of the Mortgagee thereafter to bring an action of foreclosure or any other action by reason of the occurrence of any Event of Default hereunder at the time such earlier action was commenced.

ARTICLE XVII

ATTORNEYS' FEES AND OTHER COSTS

SECTION 17.01. The Mortgagor agrees to bear all reasonable costs, fees and expenses incurred by Mortgagee, including, without limitation, court costs and reasonable attorneys' fees and disbursements for legal services of or incidental to the enforcement of any provisions hereof, or enforcement, compromise or settlement of any of the Mortgage Indebtedness, or for the curing of any Event of Default hereunder as provided herein, or defending or asserting the rights and claims of the Mortgagee in respect thereof, by litigation or otherwise, and, upon demand therefor, will pay to the Mortgagee any such expenses incurred, and such expenses shall be deemed part of the Mortgage Indebtedness secured by this Mortgage, and from the date due shall be collectible in like manner as the Mortgage Indebtedness secured by this Mortgage and, until so paid, shall bear interest at the Default Rate. All rights and remedies of the Mortgagee hereunder shall be cumulative and may be exercised singly or concurrently.

ARTICLE XVIII

CONSENTS

SECTION 18.01. Wherever in this Mortgage the prior consent of the Mortgagee is required, the consent of the Mortgagee given as to one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transactions. Any such consents shall be in writing.

ARTICLE XIX

WAIVER OF NOTICE

SECTION 19.01. Except as provided under applicable law, the Mortgagor shall not be entitled to any notices of any nature whatsoever under this Mortgage from the Mortgagee, except with respect to matters for which this Mortgage specifically and expressly provides for the giving of notice by the Mortgagee to the Mortgagor, and, except as otherwise provided by applicable law, the Mortgagor hereby expressly waives the right to receive any notice from the Mortgagee with respect to any matter for which this Mortgage does not specifically and expressly provide for the giving of such notice.

ARTICLE XX

ASSIGNMENT OF LEASES AND RENTS

SECTION 20.01. Assignment of Leases and Rents. The Mortgagor hereby assigns to the Mortgagee the rents, issues and profits of the Mortgaged Property as further security for the payment of the Mortgage Indebtedness, and the Mortgagor grants to the Mortgagee the right to enter upon and take possession of the Mortgaged Property for the purpose of collecting the same

and to let the Mortgaged Property or any part thereof, and to apply the rents, issues and profits, after payment of all necessary and reasonable charges and expenses incurred by Mortgagee on account of the Mortgage Indebtedness. This assignment and grant shall continue in effect until the Mortgage Indebtedness is paid in full. The Mortgagor will not, without the prior written consent of the Mortgagee, which consent shall not be unreasonably withheld, receive or collect rent from any tenant of the Mortgaged Property or any part thereof for a period of more than one month in advance of the due date therefor. So long as an Event of Default shall not have occurred and be continuing, Mortgagee will not exercise any of its rights under this Section and Mortgagor shall receive and collect the rents, issues and profits accruing under the Lease; but after the occurrence and during the continuance of any Event of Default, Mortgagee may, at its option, receive and collect all rents, issues and profits and enter upon the Premises and Improvements through its officers, agents, representatives, employees or attorneys for such purpose and for the operation and maintenance thereof. Mortgagor hereby irrevocably authorizes and directs each tenant, subtenant and licensor under the Leases to rely upon any notice of a claimed Event of Default sent by Mortgagee to any such tenant, subtenant or licensee, and thereafter to pay all rents, issues and profits to Mortgagee without any obligation or right to inquire as to whether an Event of Default actually exists and even if some notice to the contrary is received from Mortgagor, who shall have no right or claim against any such tenant, subtenant or licensee for any such rents, issues and profits so paid to Mortgagee. Except as provided under applicable law, Mortgagee will not become a mortgagee-in-possession so long as it does not enter or take actual possession of the Mortgaged Property. In addition, prior to taking possession, Mortgagee shall not be responsible or liable for performing any of the obligations of the landlord, sublandlord or licensor under the Land Agreements, for any waste by any tenant, subtenant or licensee, for any dangerous or defective conditions of any of the Mortgaged Property, for negligence in the management, upkeep, repair or control of any of the Mortgaged Property or any other act or omission by any other person. Mortgagor shall furnish to Mortgagee, within thirty (30) days after a request by Mortgagee to do so, a written statement containing the names of all tenants, subtenants and concessionaires of the Premises or Improvements, the current expiration date of each Lease, the space occupied and the rentals and/or other amounts payable thereunder.

ARTICLE XXI

USURY

SECTION 21.01. Usury. Notwithstanding anything to the contrary contained in this Mortgage, in no event shall the aggregate amount of all charges payable hereunder and/or under the Lease Agreement or any other Lease Document which are or could be held to be in the nature of interest exceed the maximum rate permitted to be charged under applicable law. Should the Mortgagee receive any payment which is or would be in excess of that permitted to be charged under any applicable law, such payment shall have been, and shall be deemed to have been, made in error and shall automatically be applied to reduce the Mortgage Indebtedness.

ARTICLE XXII

NOTICES

SECTION 22.01. Notice Address. Except as otherwise provided herein, any notice, certificate, request or other communication required to be given by or under this Mortgage shall be deemed to have been sufficiently given or filed for all purposes of this Indenture if and when delivered or sent by registered or certified mail, return receipt requested, postage prepaid:

Mortgagor:

Elk Wind Energy LLC:
c/o Greenbacker Renewable Energy
Corporation 11 E 44th Street, 1200
New York, NY 10017
Attention: General Counsel

Mortgagee:

If to Mortgagee or the Owner Participant:

Huntington Equipment Finance Customer
Service The Huntington National Bank
Equipment Finance Division
Huntington Center
525 Vine Street, 14th Floor
CN200C Cincinnati, OH 45202
HBEF.Service@huntington.com
(866)329-7286

If to an OP Assignee:

Such address for each OP Assignee as provided by Huntington Bank in written notice to the other parties hereto

The Mortgagor and the Mortgagee may, by like notice, designate any further or different addresses to which subsequent notices, certificates, requests or other communications hereunder shall be sent. Any notice, request, or other communication hereunder shall, be deemed to have been delivered upon the earlier of (i) receipt by the addressee, or (ii) within two (2) business days after mailing in accordance with the requirements above.

ARTICLE XXIII

MORTGAGE FOR BENEFIT OF MORTGAGOR AND MORTGAGEE

SECTION 23.01. The covenants and agreements contained in this Mortgage

(including, without limitation, all indemnities set forth herein) shall run with the Mortgaged Property and bind the Mortgagor and its successors and permitted assigns and each Person constituting the Mortgagor and shall inure solely to the benefit of the Mortgagor and the Mortgagee, their respective successors and assigns, and to no other Persons, and shall survive the foreclosure of this Mortgage.

ARTICLE XXIV

GOVERNING LAW

SECTION 24.01. This Mortgage shall be governed by, and construed in accordance with, the laws of the State of Iowa, without reference to any conflicts of law provisions thereof.

ARTICLE XXV

ENTIRE AGREEMENT; COUNTERPARTS; AMENDMENT

SECTION 25.01. This Mortgage constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and may be executed simultaneously in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. If any provision of this Mortgage shall be ruled invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect any of the remaining provisions hereof. This Mortgage shall be amended, modified or supplemented only by a written agreement executed by the Mortgagor in form approved by the Mortgagee.

ARTICLE XXVI

CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL

SECTION 26.01. **JURISDICTION.** BY EXECUTION AND DELIVERY OF THIS MORTGAGE, MORTGAGOR HEREBY IRREVOCABLY AND UNCONDITIONALLY: (I) AGREES THAT ANY LEGAL ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS MORTGAGE MAY BE BROUGHT IN THE COURTS OF THE STATE OF IOWA OR OF THE UNITED STATES OF AMERICA FOR THE DISTRICT OF IOWA; AND (II) SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUCH ACTION, SUIT, OR PROCEEDING. FINAL JUDGEMENT AGAINST MORTGAGOR IN ANY ACTION, SUIT OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTION BY SUIT ON THE JUDGEMENT. MORTGAGOR HEREBY IRREVOCABLY ACCEPTS, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE MORTGAGOR HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF ANY AND ALL LEGAL PROCESS, SUMMONS, NOTICES, AND DOCUMENTS IN ANY SUIT, ACTION, OR PROCEEDING

BROUGHT IN THE UNITED STATES OF AMERICA ARISING OUT OF OR IN CONNECTION WITH THIS MORTGAGE BY THE MAILING (BY REGISTERED MAIL OR CERTIFIED MAIL, POSTAGE PREPAID) OR DELIVERING OF A COPY OF SUCH PROCESS TO THE MORTGAGOR, AT THE MORTGAGOR'S ADDRESS FOR NOTICES AS PROVIDED FOR IN ARTICLE XXII OF THIS MORTGAGE. THE MORTGAGOR AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE MORTGAGEE TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LEGAL REQUIREMENTS OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST THE MORTGAGOR IN ANY OTHER JURISDICTION. THE MORTGAGOR HEREBY EXPRESSLY AND IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE JURISDICTION OR LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. TO THE EXTENT THAT THE MORTGAGOR HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, TO THE EXTENT ALLOWED BY APPLICABLE LAW, SUCH MORTGAGOR HEREBY IRREVOCABLY WAIVES SUCH IMMUNITY IN RESPECT OF ITS SECURED OBLIGATIONS AND/OR THE MORTGAGE INDEBTEDNESS UNDER THIS MORTGAGE.

SECTION 26.02. WAIVER OF JURY TRIAL, ETC. THE MORTGAGOR HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS MORTGAGE, OR UNDER ANY AMENDMENT, WAIVER, CONSENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION HERewith, OR ARISING FROM ANY RELATIONSHIP EXISTING IN CONNECTION WITH THIS MORTGAGE, AND AGREES THAT ANY SUCH ACTION, PROCEEDINGS OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THE MORTGAGOR CERTIFIES THAT NO OFFICER, REPRESENTATIVE, AGENT OR ATTORNEY OF THE MORTGAGEE HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE MORTGAGEE WOULD NOT, IN THE EVENT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM, SEEK TO ENFORCE THE FOREGOING WAIVERS. THE MORTGAGOR HEREBY ACKNOWLEDGES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE MORTGAGEE ACCEPTING THIS MORTGAGE.

ARTICLE XXVII

RELEASE OF LIEN

SECTION 27.01. The Mortgagee, at the request and the expense of the Mortgagor,

shall promptly execute and deliver to the Mortgagor, in respect of this Mortgage, a satisfaction of mortgage suitable for recording, together with such other documents as may be reasonably requested by the Mortgagor to evidence the satisfaction and discharge of this Mortgage, upon the indefeasible payment in full of the Mortgage Indebtedness and all other sums secured by, and the performance and observance in all respects of all of the terms, provisions, covenants and agreements by Mortgagor under, this Mortgage, including, without limitation, payments of all amounts owed under all indemnification provisions (other than unasserted contingent payment obligations that by their nature expressly survive termination of this Mortgage).

ARTICLE XXVIII

RELATIONSHIP; NATURE OF DOCUMENTS

SECTION 28.01. Nothing contained in this Mortgage or any other instrument now or hereafter executed and delivered in connection herewith or otherwise in connection with this transaction shall in any event or under any circumstance be construed as creating a partnership, joint venture, tenancy in common, joint tenancy or other similar relationship of any nature whatsoever between the Mortgagor and the Mortgagee.

ARTICLE XXIX

MISCELLANEOUS

SECTION 29.01. Mortgagor agrees that the lien of this Mortgage shall be absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever of Mortgagee, and without limiting the generality of the foregoing, the lien hereof shall not be impaired by any acceptance by the Mortgagee of any security for or guarantees of any of the Obligations and/or the Mortgage Indebtedness hereby secured, or by any failure, neglect or omission on the part of Mortgagee to realize upon or protect any Obligations or indebtedness hereby secured or any collateral security therefor including, without limitation, the other mortgages and other security agreements. Except as otherwise provided under applicable law, the lien hereof shall not in any manner be impaired or affected by any release (except as to the property released), sale, pledge, surrender, compromise, settlement, renewal, extension, indulgence, alteration, changing, modification or disposition of any of the Obligations and/or the Mortgage Indebtedness secured or of any of the collateral security therefor, including, without limitation, the other mortgages and other security agreements or of any guarantee thereof, and Mortgagee may at its discretion foreclose, exercise any power of sale, or exercise any other remedy available to it under any or all of the other mortgages and other security agreements without first exercising or enforcing any of its rights and remedies hereunder. Except as otherwise provided under applicable law, such exercise of Mortgagee's rights and remedies under any or all of the other mortgages and other security agreements shall not in any manner impair the indebtedness hereby secured or the lien of this Mortgage and any exercise of the rights or remedies of Mortgagee hereunder shall not impair the lien of any of the other mortgages and other security agreements or any of Mortgagee's rights and remedies thereunder. Mortgagor specifically consents and agrees that Mortgagee may exercise its rights and remedies hereunder and under the other mortgages and other security agreements separately or concurrently and in

any order that it may deem appropriate and waives any rights of subrogation.

ARTICLE XXX

IOWA MORTGAGE PROVISIONS

Section 30.01 Principles of Construction. In the event of any inconsistencies between the terms and conditions of this Article XXX and the terms and conditions of this Mortgage, the terms and conditions of this Article XXX shall control and be binding.

Section 30.02 Receipt of Document. Mortgagor hereby acknowledges receipt of copies of all documents relating to the transaction, pursuant to Iowa Code Section 535.16.

Section 30.03 Stated Maturity Date. The last of the Obligations secured by this Mortgage mature, in full, on the date that is ten (10) years after the date first written above.

Section 30.04 Remedies of Collateral Agent. Upon the occurrence and during the continuance of any Event of Default, Collateral Agent may (and is hereby authorized and empowered to) foreclose this Mortgage in accordance with the law of the State of Iowa.

Section 30.05 Business Purpose. Mortgagor agrees that the transactions contemplated by this Mortgage do not constitute a consumer credit transaction as defined in Iowa Code § 537.1301(12); and the transactions contemplated by this Mortgage are for a business purpose as defined in Iowa Code § 535.2(2)(a)(5).

[NO FURTHER TEXT ON THIS PAGE; SIGNATURE PAGE FOLLOWS]

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS MORTGAGE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS MORTGAGE ONLY BY ANOTHER WRITTEN AGREEMENT.

ELK WIND ENERGY LLC,
a ~~Delaware~~ limited liability company
an Iowa

CV
MK

By: [Signature]
Name: Claude Vuillieme
Title: Authorized Person

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF NEW YORK, COUNTY OF NEW YORK

This instrument was acknowledged before me on December 27, 2023 by Claude Vuillieme as Authorized person of ELK WIND ENERGY LLC, a ~~Delaware~~ limited liability company.
an Iowa

CV
MK

(Notarial Stamp)

[Signature]

(signature of notarial officer)

Title (and Rank): state of New York, Notary Public

My commission expires: December 6, 2025

Mandy Yang
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01YA6426324
Qualified in Queens County
Commission Expires December 6, 2025

EXHIBIT A

DESCRIPTION OF THE LAND

Tract 1:

Legal Description: Lot 3 in the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) of Section Seven (7), Township Ninety (90) North, Range Four (4) West of the 5th P.M., in Delaware County, Iowa, as shown on the Plat of Survey recorded June 7, 1988, in Book 6 of Plat Records, Page 9, EXCEPTING therefrom the following described parcel of land; Parcel B as shown on the Plat of Survey recorded June 12, 2002, in Book 2002, page 2185; AND the North One-half of the Southwest Quarter (N 1/2 SW 1/4) and the South one-half of the Northwest Quarter (S 1/2 NW 1/4), of Section Seven (7), Township Ninety (90) North, Range Four (4) West of the 5th P.M., in Delaware County, Iowa; EXCEPTING therefrom the following described parcel of land: Parcel C, as shown on the Plat of Survey recorded June 12, 2002, in Book 2002, Page 2185.

Tract 2:

Legal Description:

Parcel 1:

The South One-Half of the Southwest Quarter (S 1/2 SW 1/4) of Section Seven (7), Township Ninety (90) North, Range Four (4) West of the 5th P.M., Delaware County, Iowa; EXCEPT the railroad right of way and Except Parcel 2013-92 in the SE1/4 of the SW1/4 Section 7-T90N-R4W according to the plat recorded at 2013-3525.

Parcel 2:

The East One-half of the Southeast Quarter (E 1/2 SE 1/4) of Section Twelve (12), EXCEPT that portion thereof lying North of 120th Street; and the North one-half of the Northeast Quarter of the Northeast Quarter (N 1/2 NE 1/4 NE1/4) of Section Thirteen (13), EXCEPT the railroad right-of-way, all in Township Ninety (90) North, Range Five (5) West of the 5th P.M., in Delaware County, Iowa.

Parcel 3:

All of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's 100 foot wide of right-of-way across the SE 1/4 SE 1/4, Section 12, and NE 1/4 NE 1/4, Section 13, Township 90 North, Range 5 West, Delaware County, Iowa.

Parcel 4:

Parcel 2013-92 in the SE 1/4 of the SW 1/4 Section 7-T90N-R4W according to the plat recorded at 2013-3525.

Tract 3:

Legal Description: The Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) and the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4), lying West of State Highway 38, all in Section Eighteen (18), Township Ninety (90) North, Range Four (4) West of the 5th P.M., in Delaware County, Iowa.

Tract 4:

Legal Description: The West Half of the Southeast Quarter (W 1/2 of SE 1/4) of Section 12, Township Ninety (90) North, Range Five (5) West of the 5th P.M., including all of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's 100 foot wide right of way across the Northwest Quarter of the Southeast Quarter (NW 1/4 of SE 1/4) and the Southwest Quarter of the Southeast Quarter (SW 1/4 of SE 1/4) of said Section 12; EXCEPT that portion of said West Half of the Southeast Quarter (W 1/2 of SE 1/4) lying North of 120th Street, AND the South half of the Northeast Quarter of the Northeast Quarter (S 1/2 of NE 1/4 of NE 1/4) of Section 13; the North Half of the Southeast Quarter of the Northeast Quarter (N 1/2 of SE 1/4 of NE 1/4) of Section 13; and the North Three-fourths of the West Half of the Northeast Quarter (N 3/4 of W 1/2 of NE 1/4) of Section 13, Township 90 North, Range 5 West of the 5th P.M., Delaware County, Iowa.

Tract 5:

Legal Description:

Parcel 1:

The Northwest Fractional Quarter (NW Fr'l. ¼), EXCEPT "R.E.C. Place" according to the plat recorded October 13, 1975, in Book 3 of Plat Records, page 51; and the West One-half of the Northeast Quarter (W 1/2 NE 1/4), all in Section Eighteen (18), Township Ninety (90) North, Range Four (4) West of the 5th P.M., Delaware County, Iowa, EXCEPT Parcel 2013-56 in the Fr'l NW ¼ and in the W ½ of the NE ¼ Section 18-T90N-R4W, Delaware County, Iowa, according to plat recorded in Book 2013, Page 2163; AND EXCEPT Parcel 2021-78 in the Southwest Quarter of the Northeast Quarter in Section 18, Township 90 North, Range 4 West of the 5th P.M., Delaware County, Iowa; AND EXCEPT Parcel 2021-91 in the Southwest Quarter of the Northeast Quarter in Section 18, Township 90 North, Range 4 West of the 5th P.M., Delaware County, Iowa.

Parcel 2:

Parcel 2013-56 in the Fr'l NW ¼ and in the W ½ of the NE ¼ Section 18-T90N-R4W, Delaware County, Iowa, according to plat recorded in Book 2013, Page 2163 EXCEPT Parcel 2021-78 in the Southwest Quarter of the Northeast Quarter in Section 18, Township 90 North, Range 4 West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2021, Page 2514, AND EXCEPT Parcel 2021-91 in the Southwest Quarter of the Northeast Quarter in Section 18, Township 90 North, Range 4 West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2021, Page 2514.

Parcel 3

Parcel 2021-78 in the Southwest Quarter of the Northeast Quarter in Section 18, Township 90 North, Range 4 West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2021, Page 2514.

Parcel 4:

Parcel 2021-91 in the Southwest Quarter of the Northeast Quarter in Section 18, Township 90 North, Range 4 West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2021, Page 2514.

Tract 6:

Legal Description: The Southwest Quarter of the Northeast Quarter (SW 1/4 of NE 1/4); the East 5 Rods of the Southeast Quarter of the Northwest Quarter (SE 1/4 of NW 1/4) and the West 5 acres of the Southeast Quarter of the Northeast Quarter (SE 1/4 of NE 1/4); and the West Half of the Southeast Quarter (W 1/2 of SE 1/4); and that part of the West 10 rods of the Northeast Quarter of the Southeast Quarter (NE 1/4 of SE 1/4) that lies North of the road; and the East 5 acres of the Southwest Quarter (SW 1/4); all in Section 14, Township 90 North, Range 5 West of the Fifth P.M., Delaware County, Iowa.

Tract 7:

Legal Description:

Parcel 1:

The Southwest Quarter (SW 1/4) and the South One-half of the Northwest Quarter (S 1/2 of NW 1/4) of Section Thirteen (13), Township Ninety (90) North, Range Five (5) West of the Fifth P.M., Delaware County, Iowa.

Parcel 2:

Commencing at the Southeast corner of the Northeast Quarter (NE1/4) of Section 14; and running thence West 70 rods; thence North 80 rods; thence East 70 rods; thence South 80 rods to the place of beginning; and the East One-half of the Southeast Quarter (E 1/2 of SE 1/4) of Section 14, EXCEPT commencing at the Northwest corner thereof, and running thence South 29 rods and 4 links, thence Southeast along the New Wine and State Line Road 11 rods and 15 links, thence North 34 rods and 18 links, thence West 10 rods to the place of beginning, in Section 14, Township 90 North, Range 5 West of the Fifth P.M., Delaware County, Iowa.

Tract 8:

Legal Description:

Parcel 1:

The West Half of the Southwest fractional Quarter (W 1/2 of SW frl ¼) of Section 18, Township 90 North, Range 4 West of the 5th P.M., Delaware County, Iowa; EXCEPT Parcel “A” of the Northwest Quarter of the Southwest Quarter of said Section 18, as shown on the Plat of Survey recorded September 5, 2000 in Book 2000, Page 2658.

Parcel 2:

The South Half of the South Half of the Northeast Quarter (S 1/2 of S 1/2 of NE 1/4); and the North Half of the Northwest Quarter of the Southeast Quarter (N 1/2 of NW 1/4 of SE 1/4), and the Northeast Quarter of the Southeast Quarter (NE 1/4 of SE 1/4) of Section 13, Township 90 North, Range 5 West of the 5th P.M., Delaware County, Iowa.

Tract 9:

Legal Description:

Parcel 1:

The North One-half of the Northeast Quarter (N 1/2 of NE 1/4) of Section 24, Township 90 North, Range 5 West of the 5th P.M., Delaware County, Iowa.

Parcel 2:

The South One-Half of the Northwest Quarter of the Southeast Quarter (S 1/2 of NW 1/4 of SE 1/4) and the South One-Half of the Southeast Quarter (S 1/2 of SE 1/4) of Section 13, Township 90 North, Range 5 West of the 5th P.M., Delaware County, Iowa.

Tract 10:

Legal Description: The Northeast Quarter of the Northwest Quarter (NE 1/4 of NW 1/4) and the North One-Third of the Northwest Quarter of the Northeast Quarter (N 1/3 of NW ¼ of NE ¼) of Section 19; and the Southwest Quarter of the Southeast Quarter (SW 1/4 of SE 1/4) and the Southeast Quarter of the Southwest Quarter (SE 1/4 of SW 1/4) of Section 18, all in Township 90 North, Range 4 West of the Fifth P.M., Delaware County, Iowa.

Tract 11:

Legal Description: The Northwest Fractional Quarter of the Northwest Quarter (NW Frl. ¼ NW 1/4) of Section Nineteen (19), Township Ninety (90) North, Range Four (4) West of the 5th P.M., Delaware County, Iowa.

Tract 12:

Legal Description:

Parcel 1:

The South One-Half of the Northwest Quarter (S 1/2 of NW 1/4) and the North One-Half of the Southwest fractional Quarter (N 1/2 of SW frl 1/4), of Section 19, Township 90 North, Range 4 West of the 5th P.M., Delaware County, Iowa EXCEPTING Therefrom Parcel 2017-47 and Parcel 2017-46 in the Northeast Quarter of the Southwest Quarter, Section 19, Township 90 North, Range 4 West of the 5th P.M., as shown on the Plat of Survey recorded July 19, 2017, in Book 2017 Page 1980; and the Southwest fractional Quarter of the Southwest Quarter (SW frl 1/4 of SW 1/4) of Section 19, Township 90 North, Range 4 West of the 5th P.M., Delaware County, Iowa.

Parcel 2:

The Southeast Quarter of the Southwest Quarter (SE 1/4 of SW 1/4), and all that part of the West One-Half of the Southeast Quarter (W 1/2 of SE 1/4), lying South of New Vienna and State Line Road, in Section 19, Township 90 North, Range 4 West, Delaware County, Iowa, EXCEPTING therefrom Parcel 2017-48 in the Southwest Quarter of the Southeast Quarter, Section 19, Township 90 North, Range 4 West of the 5th P.M., Delaware County, Iowa, as shown on the Plat of Survey recorded July 19, 2017, in Book 2017, Page 1980.

Parcel 3:

Parcel 2017-47 in the Northeast Quarter of the Southwest Quarter, Section 19, Township 90 North, Range 4 West of the 5th P.M., Delaware County, Iowa, as shown on the Plat of Survey recorded July 19, 2017, in Book 2017, Page 1980.

Parcel 4:

Parcel 2017-46 in the Northeast Quarter of the Southwest Quarter, Section 19, Township 90 North, Range 4 West of the 5th P.M., Delaware County, Iowa, as shown on the Plat of Survey recorded July 19, 2017, in Book 2017, Page 1980.

Parcel 5:

Parcel 2017-48 in the Southwest Quarter of the Southeast Quarter, Section 19, Township 90 North, Range 4 West of the 5th P.M., Delaware County, Iowa, as shown on the Plat of Survey recorded July 19, 2017, in Book 2017, Page 1980.

Tract 13:

Legal Description:

The South Two-thirds of the Northwest Quarter of the Northeast Quarter (S 2/3 of NW 1/4 of NE1/4); the Southwest Quarter of the Northeast Quarter (SW 1/4 of NE 1/4); that part of the West Half of the Southeast Quarter (W 1/2 of SE 1/4) lying North of the highway all in Section 19, Township 90 North, Range 4, West of the 5th P.M., Delaware County, Iowa, now known as:

Parcel 2016-76 in the NE 1/4 and the SE 1/4 of Section 19-T90N-48W as shown in the Plat of Survey recorded December 28, 2016 in Book 2016, Page 3593.

Tract 14:

Legal Description: The West twenty-two fortieths (W 22/40) of the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4), and the Northwest Quarter of the Northeast Quarter (NW 1/4 NE 1/4), and that part of the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) lying East of 210th Avenue, all in Section Twenty-five (25), Township Ninety (90) North, Range Five (5) West of the 5th P.M., in Delaware County, Iowa.

Tract 15:

Legal Description:

Parcel 1:

The North One-half of the Northwest Quarter (N 1/2 NW 1/4), the West Thirty-seven and three-fourths (37 ³/₄) acres of the North One-half of the Northeast Quarter (N 1/2 NE 1/4); the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4), and the Southwest Quarter of the Northeast Quarter (SW 1/4 NE 1/4), all in Section Thirty (30), Township Ninety (90) North, Range Four (4) West of the 5th P.M.

Parcel 2:

The East eighteen (18) acres of the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section Twenty-five (25) Township Ninety (90) North, Range Five (5), West of the Fifth P.M. EXCEPT Parcel "A" in the Northeast ¹/₄ of the Northeast ¹/₄ of said Section 25 as shown in a Plat of Survey recorded at Book 2010, Page 2160, of the Delaware County Records.

Tract 16:

Legal Description:

Parcel 1:

The Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) and the East One-half of the Southeast Quarter (E1/2 SE1/4) of Section Twenty-five (25), Township Ninety (90) North, Range Five (5) West of the 5th P.M., in Delaware County, Iowa.

Parcel 2:

The Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) in Section 30, Elk Township, Delaware County, Iowa.

Tract 17:

Legal Description: The North Half of the Northeast Quarter (N 1/2 NE 1/4) and the Southwest Quarter of the Northeast Quarter (SW 1/4 NE 1/4) of Section Twenty-three (23), Township Ninety (90) North, Range Five (5) West of the 5th P.M., in Delaware County, Iowa.

Tract 18:

Legal Description: The Northwest Quarter (NW 1/4) of Section Twenty-three (23), Township Ninety (90) North, Range Five (5) West of the 5th P.M., in Delaware County, Iowa, EXCEPTING therefrom the Northwest Quarter of the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4 NW 1/4) of said Section Twenty-three (23), Township Ninety (90) North, Range Five (5) West of the 5th P.M.

Tract 19:

Legal Description: The Northwest Quarter of the Northeast Quarter (NW 1/4 of NE 1/4) of Section Fourteen (14), Township Ninety (90) North, Range Five (5) West of the 5th P.M., Delaware County, Iowa.

Tract 20:

Legal Description: Parcel "A" in the Northeast ¼ of the Northeast ¼ of Section 19, Township 90 North, Range 04 West of the 5th P.M., Delaware County, Iowa, according to the Plat of Survey recorded in Book 2011 at Page 1008 of the Delaware County Records.

Tract 21:

Parcel "B", a part of the Northeast Quarter of the Northeast Quarter of Section 25, Township 90 North, Range 5 West of the 5th P.M., Delaware County, Iowa, as shown in a Plat of Survey recorded in Book 2010, Page 2874 and more particularly described as follows:

Commencing at the southeast corner of the Northeast Quarter of the Northeast Quarter of said Section 25; thence North 0°17'32" West along the East line of said Northeast Quarter of the Northeast Quarter also being the East line of Parcel "A", per Plat recorded in Book 2010, Page 2160, a distance of 300.40 feet to a point of beginning; thence South 89°38'33" West, a distance of 332.78 feet; to a point on the West line of said Parcel A; thence North 0°17'32" West, along the said West line 287.99 feet to the Northwest corner of said Parcel "A"; thence North 87°38'40" East along the North line of said Parcel "A", 333.00 feet to a point on the East line of said Northeast Quarter of the Northeast Quarter; thence South 0°17'32" East, along said East line, 299.60 feet to the point of beginning.

EXHIBIT B

LAND AGREEMENTS

Tract 1:

Fee Owner: James F. Funke, a married person, and Michael J. Funke Revocable Trust, as tenants in common

Insured Estate or Interest: Easement Agreement as created by a Wind Farm Easement Agreement by and between Kathleen E. Funke and Elk Wind Energy LLC, notice of which is given by Memorandum of Wind Farm Easement Agreement recorded February 10, 2011, in Book 2011, Page 552.

As affected by Easement recorded November 15, 2011, in Book 2011, Page 3663.

As amended by First Amendment to Wind Farm Easement dated September 16, 2022, as further amended by Second Amendment to Wind Farm Easement Agreement dated October 25, 2023, as evidenced by Memorandum of Second Amendment to Wind Farm Easement Agreement (Elk Wind Farm) dated October 25, 2023, recorded November 13, 2023, in Book 2023, Page 2859.

Tract 2:

Fee Owner: James F. Funke, a married person, and Michael J. Funke Revocable Trust, as tenants in common (as to Parcels 1-3); Perrinjaquet Pork LLC, an Iowa Limited Liability Company (as to Parcel 4)

Insured Estate or Interest: Easement Agreement as created by a Wind Farm Easement Agreement by and between James Funke aka James C. Funke and Elk Wind Energy LLC, notice of which is given by Memorandum of Wind Farm Easement Agreement recorded February 10, 2011, in Book 2011, Page 555.

As affected by Easement recorded November 15, 2011 in Book 2011, Page 3664.

As amended by First Amendment to Wind Farm Easement dated September 16, 2022, as further amended by Second Amendment to Wind Farm Easement Agreement dated October 25, 2023, as evidenced by Memorandum of Second Amendment to Wind Farm Easement Agreement (Elk Wind Farm) dated October 25, 2023, recorded November 22, 2023, in Book 2023, Page 2944 (as to Parcels 1-3),

As amended by First Amendment to Wind Farm Easement dated _____, as evidenced by Memorandum of First Amendment to Wind Farm Easement Agreement (Elk Wind Farm) dated _____, recorded _____, in Book _____, Page _____ (Parcel 4).

Tract 3:

Fee Owner: Lindy Mae Bockenstedt

Insured Estate or Interest: Easement Agreement as created by a Wind Farm Easement Agreement by and between JoAnn D. Bockenstedt and Elk Wind Energy LLC, notice of which is given by Memorandum of Wind Farm Easement Agreement recorded February 11, 2011, in Book 2011, Page 590.

As affected by Easement recorded November 15, 2011, as Document No. 2011 3672, in Book 2011, Page 3672.

As amended by First Amendment to Wind Farm Easement Agreement dated November 27, 2022, as further amended by Second Amendment to Wind Farm Easement Agreement dated September 22, 2023, as evidenced by Memorandum of Second Amendment to Wind Farm Easement Agreement (Elk Wind Farm) dated September 22, 2023, recorded November 3, 2023, in Book 2023, Page 2764.

Tract 4:

Fee Owner: Joyce A. Klosterman as Trustee of the Joyce A. Klosterman Revocable Trust dated May 24, 1994, as to an undivided one-half interest; and Joyce A. Klosterman, Trustee of the Richard J. Klosterman Family Trust c/u Richard J. Klosterman Revocable Trust dated May 24, 1994, as to an undivided one-half

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interest

Insured Estate or Interest: Easement Agreement as created by a Wind Farm Easement Agreement by and between an undivided one-half interest in; Joyce A. Klosterman as Trustee of the Joyce A. Klosterman Revocable Trust dated May 24, 1994, and undivided one-half interest in Joyce A. Klosterman, Trustee of the Richard J. Klosterman Family Trust c/u Richard J. Klosterman Revocable Trust dated May 24, 1994 and Elk Wind Energy LLC, notice of which is given by Memorandum of Wind Farm Easement Agreement recorded January 31, 2011, in Book 2011, Page 410.

As affected by Easement, recorded November 15, 2011, as Document No. 2011 3665, in Book 2011, Page 3665.

As amended by First Amendment to Wind Farm Easement Agreement dated July 19, 2022, as further amended by Second Amendment to Wind Farm Easement Agreement dated September 22, 2023, as evidenced by Memorandum of Second Amendment to Wind Farm Easement Agreement (Elk Wind Farm) dated September 22, 2023, recorded November 3, 2023, in Book 2023, Page 2759.

Tract 5:

Fee Owner: Daniel J. Funke, as to Parcel 1;

James F. Funke and Michael J. Funke, as to Parcels 2, 3 and 4; subject to the Buyer's interest of Matthew J. Heer in that certain Real Estate Contract-Installments dated October 19, 2021, recorded April 1, 2022, in Book 2022, Page 1052, as to Parcel 3.

Insured Estate or Interest: Easement Agreement as created by a Wind Farm Easement Agreement by and between Daniel J. Funke and Julie Marie Funke, husband and wife, as joint tenants and Elk Wind Energy LLC, notice of which is given by Memorandum of Wind Farm Easement Agreement recorded February 15, 2011, in Book 2011, Page 622, as assigned by Partial Assignment of Wind Farm Easement by and between Daniel J. Funke and Julie Marie Funke, husband and wife, First Parties and James J. Funke and Michael J. Funke, Second Parties, recorded September 27, 2013, in Book 2013, Page 3102.

As affected by Easement recorded November 15, 2011, in Book 2011, Page 3666.

As amended by First Amendment to Wind Farm Easement dated September 16, 2022, as further amended by Second Amendment to Wind Farm Easement Agreement dated August 3, 2023, as evidenced by Memorandum of Second Amendment to Wind Farm Easement Agreement (Elk Wind Farm) dated December 1, 2023, recorded December 19, 2023, in Book 2023, Page 3163. (Parcel 1)

As amended by First Amendment to Wind Farm Easement dated September 16, 2022, as further amended by Second Amendment to Wind Farm Easement Agreement dated August 3, 2023, as evidenced by Memorandum of Second Amendment to Wind Farm Easement Agreement (Elk Wind Farm) dated August 3, 2023, recorded November 13, 2023, in Book 2023, Page 2857. (Parcels 2, 3 and 4)

Tract 6:

Fee Owner: Philipp Family Farms, LLC

Insured Estate or Interest: Easement Agreement as created by a Wind Farm Easement Agreement by and between Robert J. Philipp and Marian D. Philipp, husband and wife, as joint tenants and Elk Wind Energy LLC, notice of which is given by Memorandum of Wind Farm Easement Agreement recorded February 4, 2011, in Book 2011, Page 479; as re-recorded April 21, 2011 in Book 2011, Page 1353, as amended by First Amendment to Memorandum of Wind Farm Easement Agreement recorded May 10, 2011, in Book 2011, Page 1517.

As affected by Easement recorded November 15, 2011, as Document No. 2011 3667, in Book 2011, Page 3667.

As amended by First Amendment to Wind Farm Easement Agreement dated July 28, 2022, as further amended by Second Amendment to Wind Farm Easement Agreement dated September 22, 2023, as evidenced by Memorandum of Second Amendment to Wind Farm Easement Agreement (Elk Wind Farm)

dated September 22, 2023, recorded November 3, 2023, in Book 2023, Page 2760.

Tract 7:

Fee Owner: Joan C. Kerns

Insured Estate or Interest: Easement Agreement as created by a Wind Farm Easement Agreement by and between Elisabeth J. Naber and Elk Wind Energy LLC, notice of which is given by Memorandum of Wind Farm Easement Agreement recorded February 11, 2011, in Book 2011, Page 588.

As affected by Easement recorded November 15, 2011, as Document No. 2011 3668, in Book 2011, Page 3668.

As amended by First Amendment to Wind Farm Easement dated July 11, 2022, as further amended by Second Amendment to Wind Farm Easement Agreement dated October 31, 2023, as evidenced by Memorandum of Second Amendment to Wind Farm Easement Agreement (Elk Wind Farm) dated October 31, 2023, recorded November 13, 2023, in Book 2023, Page 2858.

Tract 8:

Fee Owner: Rick L. Funke and Mary M. Funke, husband and wife as joint tenants with full rights of survivorship, and not as tenants in common

Insured Estate or Interest: Easement Agreement as created by a Wind Farm Easement Agreement by and between Rick L. Funke and Mary M. Funke, husband and wife as joint tenants and Elk Wind Energy LLC, notice of which is given by Memorandum of Wind Farm Easement Agreement recorded February 10, 2011, in Book 2011, Page 560 as to Parcel 1; Memorandum of Wind Farm Easement Agreement recorded February 10, 2011 in Book 2011, Page 557 as to Parcel 2.

As affected by Easement recorded November 15, 2011, as Document No. 2011 3669, in Book 2011, Page 3669 and Easement recorded November 15, 2011, as Document No. 2011 3671, in Book 2011, Page 3671.

As amended by First Amendment to Wind Farm Easement Agreement dated July 7, 2022, as further amended by Second Amendment to Wind Farm Easement Agreement dated September 19, 2023, as evidenced by Memorandum of Second Amendment to Wind Farm Easement Agreement (Elk Wind Farm) dated September 19, 2023, recorded November 3, 2023, in Book 2023, Page 2763, as to Parcel 1; and as amended by First Amendment to Wind Farm Easement Agreement dated July 7, 2022, as further amended by Second Amendment to Wind Farm Easement Agreement dated September 19, 2023, as evidenced by Memorandum of Second Amendment to Wind Farm Easement Agreement (Elk Wind Farm) dated September 19, 2023, recorded November 3, 2023, in Book 2023, Page 2761, as to Parcel 2.

Tract 9:

Fee Owner: Steve J. Schuman and Donna M. Schuman, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common

Insured Estate or Interest: Easement Agreement as created by a Wind Farm Easement Agreement by and between Steve J. Schuman and Donna M. Schuman, husband and wife, as joint tenants and Elk Wind Energy LLC, notice of which is given by Memorandum of Wind Farm Easement Agreement recorded February 4, 2011, in Book 2011, Page 481.

As affected by Easement recorded November 15, 2011, as Document No. 2011 3670, in Book 2011, Page 3670.

As amended by First Amendment to Wind Farm Easement Agreement dated July 19, 2022, as further amended by Second Amendment to Wind Farm Easement Agreement dated September 22, 2023, as evidenced by Memorandum of Second Amendment to Wind Farm Easement Agreement (Elk Wind Farm) dated September 22, 2023, recorded November 3, 2023, in Book 2023, Page 2762

Tract 10:

Fee Owner: James A. Rave and Anne R. Rave, husband and wife, as joint tenants with full rights of survivorship, and not as tenants in common

Insured Estate or Interest: Easement Agreement as created by a Wind Farm Easement Agreement by and between James A. Rave and Anne R. Rave, husband and wife and Elk Wind Energy LLC, notice of which is given by Memorandum of Wind Farm Easement Agreement recorded January 31, 2011, in Book 2011, Page 415.

As affected by Easement recorded November 15, 2011, as Document No. 2011 3673, in Book 2011, Page 3673.

As amended by First Amendment to Wind Farm Easement Agreement dated July 11, 2022, as further amended by Second Amendment to Wind Farm Easement Agreement dated September 22, 2023, as evidenced by Memorandum of Second Amendment to Wind Farm Easement Agreement (Elk Wind Farm) dated September 22, 2023, recorded November 3, 2023, in Book 2023, Page 2765.

Tract 11:

Fee Owner: Phyllis M. Tinker

Insured Estate or Interest: Easement Agreement as created by a Wind Farm Easement Agreement by and between Richard Bockenstedt aka Richard D. Bockenstedt, Wayne G. Tauke and Mary L. Tauke, husband and wife, as joint tenants, pursuant to Real Estate Contract-Installments dated July 7, 2008, recorded November 25, 2008, in Book 2008, Page 3610, and Elk Wind Energy LLC, notice of which is given by Memorandum of Wind Farm Easement Agreement recorded February 4, 2011, in Book 2011, Page 482.

As affected by Easement recorded November 15, 2011, as Document No. 2011 3674, in Book 2011, Page 3674.

As amended by First Amendment to Wind Farm Easement Agreement dated February 21, 2023, as further amended by Second Amendment to Wind Farm Easement Agreement dated October 23, 2023, as evidenced by Memorandum of Second Amendment to Wind Farm Easement Agreement (Elk Wind Farm) dated October 23, 2023, recorded November 3, 2023, in Book 2023, Page 2766.

Tract 12:

Fee Owner: Debra Sue Robinson a/k/a Debra S. Robinson (as to Parcels 1 & 2); Chad V. Robinson and Jenny L. Robinson, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common, subject to the Life Estate of Debra Sue Robinson (as to Parcel 3); Chad V. Robinson and Jenny L. Robinson, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common (as to Parcel 4); Austin Allen Kuehl and Destinee Vi Fiesch, as joint tenants with full rights of survivorship and not as tenants in common (as to Parcel 5)

Insured Estate or Interest: Easement Agreement as created by a Wind Farm Easement Agreement by and between Charles V. Robinson and Debra Sue Robinson, as joint tenants as to Parcel 1; Charles V. Robinson subject to the interest of Charles V. Robinson and Debra Sue Robinson as contract sellers; and of Community Savings Bank, Edgewood, Iowa, as assignee under the contract as to Parcel 2 and Elk Wind Energy LLC, notice of which is given by Memorandum of Wind Farm Easement Agreement recorded February 15, 2011, in Book 2011, Page 624 as to parcel 1; as affected by the instrument recorded November 15, 2011, in Book 2011, Page 3675. Memorandum of Wind Farm Easement Agreement recorded February 4, 2011, in Book 2011, Page 485; as affected by the instrument recorded November 15, 2011, in Book 2011, Page 3676.

As amended by First Amendment to Wind Farm Easement Agreement dated July 11, 2022, as further amended by Second Amendment to Wind Farm Easement Agreement dated September 22, 2023, as evidenced by Memorandum of Second Amendment to Wind Farm Easement Agreement (Elk Wind Farm) dated September 22, 2023, recorded November 3, 2023, in Book 2023, Page 2767, as to Parcel 1;

and as amended by First Amendment to Wind Farm Easement Agreement dated July 11, 2022, as further amended by Second Amendment to Wind Farm Easement Agreement dated October 19, 2023, as evidenced by Memorandum of Second Amendment to Wind Farm Easement Agreement (Elk Wind Farm)

dated October 19, 2023, recorded November 3, 2023, in Book 2023, Page 2769, as to Parcel 2.

And as amended by First Amendment to Wind Farm Easement Agreement dated July 11, 2022, as further amended by Second Amendment to Wind Farm Easement Agreement dated September 22, 2023, as evidenced by Memorandum of Second Amendment to Wind Farm Easement Agreement (Elk Wind Farm) dated September 22, 2023, recorded November 3, 2023, in Book 2023, Page 2768, as further affected by Affidavit of Scrivener's Error dated November 14, 2023, recorded November 14, 2023, in Book 2023, Page 2878, as to Parcels 3 and 4.

And as amended by First Amendment to Wind Farm Easement Agreement dated July 11, 2022, as further amended by Second Amendment to Wind Farm Easement Agreement dated October 20, 2023, as evidenced by Memorandum of Second Amendment to Wind Farm Easement Agreement (Elk Wind Farm) dated December 11, 2023, recorded December 27, 2023, in Book 2023, Page 3239, as to Parcel 5.

Tract 13:

Fee Owner: Mark Patrick Wiley and Linda M. Wiley, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common

Insured Estate or Interest: Easement Agreement as created by a Wind Farm Easement Agreement by and between John W. Wiley, as to ½ interest, Barbara Ann Bockenstedt, as to 1/18 interest, Nathan McGlaughlin, as to 1/36 interest, Hope McGlaughlin, as to 1/36 interest, Karen Lynn Wielert, as to 1/18 interest, Donna Mae Phipps, as to 1/18 interest, Beth Ellen Wiley, as to 1/18 interest, Jill Renee Wiley, as to 1/18 interest, Mark Patrick Wiley, as to 1/18 interest, Nicholas John Wiley, as to 1/18 interest and David Douglas Wiley, as to 1/18 interest and Elk Wind Energy LLC, notice of which is given by Memorandum of Wind Farm Easement Agreement recorded February 10, 2011, in Book 2011, Page 563.

As affected by Easement recorded November 15, 2011, as Document No. 2011 3677, in Book 2011, Page 3677.

As amended by First Amendment to Wind Farm Easement Agreement dated July 11, 2022, as further amended by Second Amendment to Wind Farm Easement Agreement dated September 22, 2023, as evidenced by Memorandum of Second Amendment to Wind Farm Easement Agreement (Elk Wind Farm) dated September 22, 2023, recorded November 3, 2023, in Book 2023, Page 2770.

Tract 14:

Fee Owner: Thomas Raymond Tauke a 1% interest; and Joan Agnes Tauke a 99% interest, as joint tenants with full rights of survivorship and not as tenants in common

Insured Estate or Interest: Easement Agreement as created by a Wind Farm Easement Agreement by and between Thomas R. Tauke aka Thomas Raymond Tauke and Joan A. Tauke aka Joan Agnes Tauke, husband and wife, and Elk Wind Energy LLC, notice of which is given by Memorandum of Wind Farm Easement Agreement recorded February 15, 2011, in Book 2011, Page 629.

As affected by Easement recorded November 15, 2011 in Book 2011, Page 3678.

As amended by First Amendment to Wind Farm Easement Agreement dated July 19, 2022, as further amended by Second Amendment to Wind Farm Easement Agreement dated September 22, 2023, as evidenced by Memorandum of Second Amendment to Wind Farm Easement Agreement (Elk Wind Farm) dated September 22, 2023, recorded November 3, 2023, in Book 2023, Page 2771.

Tract 15:

Fee Owner: an undivided one-half interest to Robert E. Beswick and Therese H. Beswick, Co-Trustees of the Robert E. Beswick Revocable Trust U/A dated February 28, 2020 and an undivided one-half interest to Therese H. Beswick and Robert E. Beswick, Co-Trustees of the Therese H. Beswick Revocable Trust U/A

dated February 28, 2020

Insured Estate or Interest: Easement Agreement as created by a Wind Farm Easement Agreement by and between Robert A. Holtz and Elk Wind Energy LLC, notice of which is given by Memorandum of Wind Farm Easement Agreement recorded January 31, 2011, in Book 2011, Page 419 as to Parcel 1; Memorandum of Wind Farm Easement Agreement recorded January 31, 2011, in Book 2011, Page 417 as to Parcel 2.

As affected by Easement recorded November 15, 2011, in Book 2011, Page 3679.

As affected by Easement recorded November 15, 2011, in Book 2011, Page 3680.

As amended by Amendment to Easement dated June 12, 2023, as evidenced by Memorandum of First Amendment to Wind Farm Easement Agreement (Elk Wind Farm) dated July 11, 2023, recorded July 12, 2023, in Book 2023, Page 1606, as to Parcel 1; as corrected by Corrective Memorandum of First Amendment to Wind Farm Easement Agreement (Elk Wind Farm) dated July 11, 2023, recorded November 3, 2023, in Book 2023, Page 2773, as to Parcel 1; and as amended by First Amendment to Wind Farm Easement Agreement dated June 12, 2023, as evidenced by Memorandum of First Amendment to Wind Farm Easement Agreement (Elk Wind Farm) dated July 11, 2023, recorded July 12, 2023, in Book 2023, Page 1604; as corrected by Corrective Memorandum of First Amendment to Wind Farm Easement Agreement (Elk Wind Farm) dated July 11, 2023, recorded November 3, 2023, in Book 2023, Page 2772, as to Parcel 2.

As affected by Partial Termination of Wind Farm Easement Agreement dated May 16, 2023, recorded November 13, 2023, in Book 2023, Page 2846, as to Parcel 1.

Tract 16:

Fee Owner: Robert E. Beswick and Therese H. Beswick, as Co-Trustees of the Robert E. Beswick Revocable Trust dated February 28, 2020, as to an undivided one-half interest; and Therese H. Beswick and Robert E. Beswick, as Co-Trustees of the Therese H. Beswick Revocable Trust dated February 28, 2020, as to an undivided one-half interest

Insured Estate or Interest: Easement Agreement as created by a Wind Farm Easement Agreement by and between Joseph G. Engelken and Viola M. Engelken, husband and wife, as joint tenants and Elk Wind Energy LLC, notice of which is given by Memorandum of Wind Farm Easement Agreement recorded January 31, 2011, in Book 2011, Page 421 (as to Parcel 1), and in Book 2011, Page 423 (as to Parcel 2).

Affidavit of Scrivener's Errors recorded October 18, 2011, in Book 2011, Page 3323.

As affected by Easement recorded November 15, 2011, as Document No. 2011 3681, in Book 2011, Page 3681.

As affected by Easement recorded November 15, 2011, as Document No. 2011 3682, in Book 2011, Page 3682.

As amended by First Amendment to Wind Farm Easement Agreement dated June 12, 2023, as evidenced by Memorandum of First Amendment to Wind Farm Easement Agreement (Elk Wind Farm) dated July 11, 2023, recorded July 12, 2023, in Book 2023, Page 1605, as corrected by Corrective Memorandum of First Amendment to Wind Farm Easement Agreement (Elk Wind Farm) dated July 11, 2023, recorded November 3, 2023, in Book 2023, Page 2774 (as to Parcel 1).

As amended by First Amendment to Wind Farm Easement Agreement dated June 12, 2023, as evidenced by Memorandum of First Amendment to Wind Farm Easement Agreement (Elk Wind Farm) dated December 26, 2023, recorded December 28, 2023, in Book 2023, Page 3256. (As to Parcel 2).

As affected by Partial Termination of Wind Farm Easement Agreement dated May 16, 2023, recorded November 13, 2023, in Book 2023, Page 2847, as to Parcel 1.

Tract 17:

Fee Owner: Dorothy M. Fall Revocable Trust dated December 5, 2014

Insured Estate or Interest: Easement Agreement as created by a Wind Farm Easement Agreement by and between Dorothy Mae Fall, a single person and Elk Wind Energy LLC, notice of which is given by Memorandum of Wind Farm Easement Agreement recorded February 4, 2011, in Book 2011, Page 490.

As affected by Easement recorded November 15, 2011, as Document No. 2011 3683, in Book 2011, Page 3683.

As amended by First Amendment to Wind Farm Easement dated November 27, 2022, as further amended by Second Amendment to Wind Farm Easement Agreement dated August 23, 2023, as evidenced by Memorandum of Second Amendment to Wind Farm Easement Agreement (Elk Wind Farm) dated August 23, 2023, recorded November 13, 2023, in Book 2023, Page 2862.

-three (23), Township Ninety (90) North, Range Five (5) West of the 5th P.M., in Delaware County, Iowa.

Tract 18:

Fee Owner: Germaine T. Helle

Insured Estate or Interest: Easement Agreement as created by a Wind Farm Easement Agreement by and between Arthur Helle and Germaine Helle, husband and wife and Elk Wind Energy LLC, notice of which is given by Memorandum of Wind Farm Easement Agreement recorded January 31, 2011, in Book 2011, Page 425.

As affected by Easement recorded November 15, 2011 as Document No. 2011 3684 in Book 2011, Page 3684.

As amended by First Amendment to Wind Farm Easement Agreement dated July 11, 2022, as further amended by Second Amendment to Wind Farm Easement Agreement dated September 22, 2023, as evidenced by Memorandum of Second Amendment to Wind Farm Easement Agreement (Elk Wind Farm) dated September 22, 2023, recorded November 3, 2023, in Book 2023, Page 2775; as affected by Affidavit of Identity dated November 30, 2023, recorded December 22, 2023, in Book 2023, Page 3209.

Tract 19:

Fee Owner: Shirley Ann Anderegg, subject to the Buyers' rights of Thomas R. Wessel and Amy Ann Wessel, husband and wife, as joint tenants and not as tenants in common, with the full right of the survivor to take the whole title and right of property of both in fee simple and absolutely

Insured Estate or Interest: Easement Agreement as created by a Wind Farm Easement Agreement by and between Shirley Ann Anderegg aka Shirley A. Anderegg, and Elk Wind Energy LLC, notice of which is given by Memorandum of Wind Farm Easement Agreement recorded January 31, 2011, in Book 2011, Page 427. As affected by Easement recorded November 15, 2011 as Document No. 2011 3685 in Book 2011 Page 3685.

As amended by First Amendment to Wind Farm Easement dated July 11, 2022, as further amended by Second Amendment to Wind Farm Easement Agreement dated October 26, 2023, as evidenced by Memorandum of Second Amendment to Wind Farm Easement Agreement (Elk Wind Farm) dated October 26, 2023, recorded November 13, 2023, in Book 2023, Page 2860.