Recorded: 7/21/2015 at 11:52:26.0 AM
Fee Amount: $27.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2015 PG: 1924

Prepared by/Return to: Kathy Law, 700 Walnut, Suite 1600, Des Moines, IA 50309; 515-283-3116

LENDER NON-DISTURBANCE AGREEMENT

This Non-Disturbance Agreement (this "Agreement"), dated as of March 30, 20 15 is made and entered into by and between GWE 6 LLC, an Iowa limited liability company, and its successors and assigns ("SPV") and American Trust & Savings Bank – Dyersville ("Lender").

RECITALS

A. SPV and Mark Kruse and Rachel Kruse, husband and wife ("Owner") are parties to a Wind Farm Easement Agreement, dated as of April 6, 20 15 ("Easement Agreement") affecting the real property described on attached Exhibit A at Page 5 (the "Property");

B. Lender is the owner of a promissory note (the "Note") executed by Owner and secured by a mortgage (the "Mortgage") recorded in **Book 2011, Page 1016** in the records of the County Recorder in which the Property is located that is a lien on all or a portion of the Property;

C. SPV has requested that Lender agree not to disturb any rights of SPV under the Easement Agreement with respect to the Property if Lender forecloses the Mortgage; and

D. Lender is willing to so agree on the terms and conditions set forth in this Agreement.

AGREEMENT

In consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Lender covenants and agrees with SPV that, provided (i) the Easement Agreement is in full force and effect and (ii) no default exists under the Easement Agreement beyond the applicable grace period, SPV's right to possession of the Property, and the terms and provisions of the Easement Agreement, shall not be affected or disturbed by Lender in the exercise of any of its rights under the Mortgage or of any rights otherwise available to Lender at law or in equity.

2. If a Successor Owner (as defined below) comes into possession or ownership of the Property, then such Successor Owner shall (i) thereby succeed to the position of the Owner under the Easement Agreement and (ii) not disturb the possession of SPV except in accordance with the terms of the Easement Agreement or this Agreement, and the Easement Agreement shall continue in full force and effect. "Successor Owner" means any person or entity (including, without limitation, Lender or any

nominee or designee of Lender) that while this Agreement is in effect acquires possession or ownership of the Property by reason of foreclosure of the Mortgage, any other exercise by Lender of rights and remedies available to Lender as holder of the Mortgage or delivery of a deed to the Property in lieu of foreclosure.

3. All notices, requests and communications under this Agreement must be in writing and will be deemed to have been duly given only if delivered personally or by nationally recognized courier service or mailed (first class postage prepaid) to the parties at the following addresses:

If to Lender: American Trust & Savings Bank – Dyersville
301 1st Avenue East
Dyersville, IA 52040
Attention: Patrick D. Hogrefe, Market President

If to SPV: GWE 6 LLC
102 BALFOUR DR
NORWALK IA 50211
LYNN SHARER

All such notices, requests and other communications will (i) if delivered personally or by nationally recognized courier to the address as provided in this Section, be deemed given upon delivery, and (ii) if delivered by mail in the manner described above to the address provided in this Section, be deemed given upon receipt. Any party may from time to time change its address or other information for purpose of notices to that party by giving notice specifying such change to the other party.

4. This Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of Lender and SPV.

5. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Remainder of page intentionally left blank; next page is signature page]

American Trust & Savings Bank – Dyersville

By: _____

Printed Name: Patrick D. Hogrefe

Title: Market President

STATE OF Iowa, Dubuque COUNTY) ss:

This record was acknowledged before me on March 30, 2015 by _____

Patrick D. Hogrefe as Market President
(name of person signing) (type of authority, e.g. officer, manager, trustee etc.)
of American Trust & Savings Bank – Dyersville.

JULIE HERMSEN
Commission Number 719080
My Comm. Exp. 10-7-17

_____
Notarial Officer
My commission expires: 10-7-17

STAMP

[SIGNATURES CONTINUE ON NEXT PAGE]

GWE 6 LLC

By: _____

Name: KURT SHEVER

Title: VP

STATE OF Iowa, Polk **COUNTY) ss:**

This record was acknowledged before me on 4-15 **20**15 **by** Kurt Shever **as** VP **of GWE 6 LLC, an Iowa limited liability company.**

JOHN BOORMAN
Commission Number 782157
My Commission Expires
January 15, 2017

_____
John Boorman, **Notarial Officer**

My commission expires: 1-15-2017

STAMP

JOHN BOORMAN
Commission Number 782157
My Commission Expires
January 15, 2017

EXHIBIT A

Legal Description

The South one-half (S1/2) of the Northwest Quarter (NW1/4) of Section Twenty Nine (29), Township Eighty Nine (89) North, Range Three (3), West of the Fifth P.M., Delaware County, Iowa